

REVISED 7/01/81  
REVISED 11/7/86  
REVISED 3/21/88  
REVISED 7/94  
REVISED 6/97

STATE OF MARYLAND  
DEPARTMENT OF GENERAL SERVICES  
STANDARD FORM OF AGREEMENT WITH ARCHITECTS AND ENGINEERS

THIS AGREEMENT MADE THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, BETWEEN THE STATE OF MARYLAND, ACTING BY AND THROUGH THE DEPARTMENT OF GENERAL SERVICES, HEREINAFTER REFERRED TO AS STATE, AND

HEREINAFTER REFERRED TO AS THE A/E,

WHEREAS, THE A/E HAVING BEEN FULLY INFORMED AS TO THE SCOPE OF THE PROJECT AND HAVING READ AND EXAMINED THE STATE'S PROGRAM, TITLED \_\_\_\_\_

AND DATED \_\_\_\_\_, 20\_\_\_\_, AND AS AMENDED \_\_\_\_\_

AND HAVING REPRESENTED HIMSELF TO BE PROFESSIONALLY QUALIFIED TO RENDER THE PROFESSIONAL SERVICES DETAILED HEREIN, HAVING SUBMITTED STANDARD FORM NO. 254, DATED \_\_\_\_\_, 20\_\_\_\_, AND HAVING ENTERED INTO A NEGOTIATED AGREEMENT DATED \_\_\_\_\_, 20\_\_\_\_ BASED ON THE PROGRAM AS AMENDED, REFERRED TO ABOVE, WHICH ARE ALL INCORPORATED INTO THIS AGREEMENT BY REFERENCE, ALL OF WHICH THE SECRETARY OF DEPARTMENT OF GENERAL SERVICES, OR HIS DESIGNEE, HEREINAFTER REFERRED TO AS SECRETARY, RELIES UPON AS AN INDICATION OF THE A/E'S ABILITY TO SATISFACTORILY EXECUTE THE PROFESSIONAL SERVICES WITHIN THE SPECIFIED TIME SCHEDULE COVERED BY THIS AGREEMENT; AND

WHEREAS, THE STATE HAS AVAILABLE FUNDS IN THE TOTAL AMOUNT OF \_\_\_\_\_

PROVIDED BY (SOURCE(S) OF FUNDS) \_\_\_\_\_

TO BE USED FOR THE PURPOSE OF \_\_\_\_\_

HEREINAFTER REFERRED TO AS THE PROJECT; IT BEING CLEARLY UNDERSTOOD THAT SAID FUNDS ARE TO INCLUDE ALL FEES AND EXPENSES OF THE A/E, AND ALL CONSTRUCTION COSTS, IF PROVIDED FOR IN SOURCE OF FUNDS; AND BEING FURTHER UNDERSTOOD THAT SAID FUNDS MAY NOT BE ADDED TO OR SUPPLEMENTED EXCEPT BY LEGISLATIVE ACTION.

NOW, THEREFORE, THE STATE OF MARYLAND DOES, UNDER THE CONDITIONS NAMED HEREIN, HEREBY EMPLOY THE A/E FOR RENDITION TO IT, OF PROFESSIONAL SERVICES TO SAID PROJECT AS HEREINAFTER SET FORTH. THE COMPENSATION TO BE PAID TO THE A/E FOR PROFESSIONAL SERVICES RENDERED TO THE PROJECT, INCLUDING ALL FEES AND EXPENSES, PURSUANT TO THIS AGREEMENT AND BASED ON A/E'S PROPOSAL REFERRED TO ABOVE, SHALL BE \_\_\_\_\_

(\$ \_\_\_\_\_) WHICH SHALL BE THE TOTAL COMPENSATION FOR ALL SIX (6) PHASES PROVIDED FOR HEREINAFTER, IT BEING UNDERSTOOD THAT THE TOTAL COMPENSATION TO BE PAID SHALL BE DIVIDED AMONG EACH INDIVIDUAL PHASE AS FOLLOWS, WITH THE STATE RETAINING THE RIGHT TO LIMIT THIS AGREEMENT TO LESS THAN SIX PHASES:

PHASE 1 \_\_\_\_\_, PHASE 2 \_\_\_\_\_, PHASE 3 \_\_\_\_\_,  
PHASE 4 \_\_\_\_\_, PHASE 5 \_\_\_\_\_, PHASE 6 \_\_\_\_\_.

THIS AGREEMENT SHALL COVER THE FOLLOWING PHASE(S): \_\_\_\_\_

PROVIDED THAT IF THIS AGREEMENT IS LIMITED TO LESS THAN SIX (6) PHASES, THE SECRETARY MAY EXTEND THIS AGREEMENT TO COVER ADDITIONAL PHASES, SAID EXTENSION TO BE IN WRITING.

THE A/E SHALL PERFORM THE BASIC SERVICES CONSISTENT WITH THE PROGRAM, THIS AGREEMENT AND THE PROCEDURE MANUAL FOR PROFESSIONAL SERVICES DATED \_\_\_\_\_, INCLUDING ALL AMENDMENTS AND REVISIONS THERETO, AND WITHIN THE MUTUALLY AGREED UPON SCHEDULE FOR THE COMPLETION OF THE SEVERAL PHASES OF SERVICES. THE A/E SHALL PERFORM ANY ADDITIONAL SERVICES AS EXPEDITIOUSLY AS IS CONSISTENT WITH GOOD PROFESSIONAL SKILL AND CARE AND THE ORDERLY PROGRESS OF THE WORK.

SPECIAL CONDITIONS

SEE ATTACHMENT #1

**PART 1  
THE ARCHITECT'S/ENGINEER'S SERVICES**

- A. THE A/E'S SERVICES SHALL CONSIST OF SIX (6) SEPARABLE PRINCIPAL PHASES, (1) SCHEMATIC DESIGN PHASE, (2) DESIGN DEVELOPMENT PHASE, (3) CONSTRUCTION DOCUMENTS PHASE, (4) BIDDING PHASE, (5) CONSTRUCTION PHASE AND (6) POST CONSTRUCTION PHASE. IN RENDERING THESE SERVICES THE A/E SHALL:**
- 1. BE SOLELY RESPONSIBLE FOR THE TECHNICAL COMPLETENESS AND SUFFICIENCY OF ALL CONSTRUCTION DOCUMENTS, CONSISTING OF DRAWINGS AND SPECIFICATIONS SETTING FORTH IN DETAIL THE REQUIREMENTS FOR THE CONSTRUCTION OF THE PROJECT.**
  - 2. EXERCISE REASONABLE CARE TO COMPLY WITH THE BUILDING CODE OF THE STATE OF MARYLAND, THE BOCA BASIC BUILDING CODE OF 1993, AS AMENDED TO DATE, AND OTHER PERTINENT STATE REGULATIONS.**
  - 3. ADVISE THE SECRETARY OF THE IDENTITY OF ANY PROFESSIONAL CONSULTANTS PROPOSED TO BE ENGAGED PRIOR TO THE EXECUTION OF THIS AGREEMENT, AND UPON SUCH EXECUTION AND RECEIPT OF THE SECRETARY'S APPROVAL OF SUCH CONSULTANTS, TO ENGAGE THE SAME. SUCH ENGAGEMENT SHALL NOT CONSTITUTE AN ENGAGEMENT OF SUCH CONSULTANT BY THE STATE. IN ALL INSTANCES, THE TERM 'A/E' INCLUDES ACTION BY CONSULTANTS AS APPROPRIATE AND ALL CONSULTANTS ENGAGED BY THE A/E SHALL BE BOUND BY THE TERMS OF THIS AGREEMENT.**
  - 4. ATTEND CONFERENCES WITH THE SECRETARY OR PERSONS DESIGNATED BY HIM, AS EXPRESSED IN THE PROGRAM FOR THE PROJECT AND NECESSARY TO EXECUTE THE VARIOUS PHASES OF THE PROJECT.**
  - 5. RENDER TO THE SECRETARY THOSE STUDIES AS REQUIRED IN THE PROJECT PROGRAM. WHENEVER SPECIAL STUDIES OR SPECIAL CONSULTANT ARE REQUIRED, THE SECRETARY MAY DIRECT THE A/E TO UNDERTAKE OR ENGAGE THE SAME AND IN SUCH CASE, THE A/E SHALL BE COMPENSATED FOR THE SAME BY AGREEMENT OF BOTH PARTIES.**
  - 6. ACHIEVE ECONOMY IN CONSTRUCTION BY SIMPLIFICATION IN DESIGN, BY STANDARDIZATION IN MATERIALS, BY MINIMIZING ARCHITECTURAL EMBELLISHMENT AND THE LIKE WHERE APPROPRIATE (SEE DIV. I, PAR. 3.2, PROCEDURE MANUAL FOR PROFESSIONAL SERVICES, 6/91 ED.).**
  - 7. DEVELOP THE REQUIRED DOCUMENTS IN ACCORDANCE WITH THE APPROVED SCHEDULE. ALL DOCUMENTS SHALL ANTICIPATE A COMPLETE PROJECT READY FOR EFFICIENT AND CONTINUED USE, ALL AS MORE SPECIFICALLY DETAILED IN THE DEPARTMENT OF GENERAL SERVICES' PROCEDURE MANUAL FOR PROFESSIONAL SERVICES IN EFFECT AT THE TIME OF THE EXECUTION OF THIS AGREEMENT, WHICH IS INCORPORATED BY REFERENCE AND MADE A PART OF THIS AGREEMENT. IN THE EVENT OF ANY CONFLICT BETWEEN THE PROVISIONS OF THIS AGREEMENT AND THE PROVISIONS OF THE DEPARTMENT OF GENERAL SERVICES' PROCEDURE MANUAL FOR PROFESSIONAL SERVICES, THE PROVISIONS OF THIS AGREEMENT SHALL GOVERN.**
  - 8. BE RESPONSIBLE DIRECTLY TO THE DEPARTMENT OF GENERAL SERVICES, THE SECRETARY OF WHICH IS THE AGENT AND DULY AUTHORIZED REPRESENTATIVE OF THE STATE OF MARYLAND TO WHOM THE A/E SHALL DIRECT ALL COMMUNICATION AND SUBMIT ALL DOCUMENTS FOR APPROVAL AND FROM WHOM THE A/E SHALL RECEIVE ALL DIRECTIONS CONCERNING THE PROJECT AND APPROVAL OF ALL DOCUMENTS IN WRITING. IN THE EVENT THE DOCUMENTS SUBMITTED BY THE A/E IN SATISFACTION OF THE SCHEMATIC DESIGN PHASE, DESIGN DEVELOPMENT PHASE, CONSTRUCTION DOCUMENTS PHASE, AND BIDDING PHASE ARE NOT APPROVED IN THE FORM SUBMITTED, THE A/E AT ITS OWN EXPENSE, SHALL REVISE THE SAME UNTIL APPROVED BY THE SECRETARY; PROVIDED, HOWEVER, IF THE NATURE OF THE REVISION REQUIRED TO BE MADE BY THE A/E IS CAUSED BY REVISING PREVIOUSLY APPROVED DRAWINGS AND/OR SPECIFICATIONS, TO ACCOMPLISH CHANGES NOT INITIATED BY THE A/E, HE MAY BE PAID FOR EFFECTING SUCH REVISIONS AS HEREINAFTER PROVIDED. SUCH REVISIONS AS AFORESAID WHICH SHALL OCCASION ADDITIONAL COMPENSATION TO THE A/E SHALL NOT BE COMMENCED WITHOUT AUTHORITY OF THE SECRETARY.**
  - 9. THERE SHALL BE NO PRESS RELEASES WITHOUT THE PRIOR APPROVAL OF THE SECRETARY.**
- B. IN RENDERING PROFESSIONAL SERVICES FOR PREPARATION AND FURNISHING OF THE SCHEMATIC DESIGN PHASE REQUIREMENTS, THE A/E SHALL:**
- 1. USE AS THE TITLE OF THE PROJECT IN ALL DRAWINGS, DOCUMENTS AND CORRESPONDENCE THAT AS SHOWN ABOVE.**
  - 2. VISIT THE SITE OF THE PROJECT AND FAMILIARIZE HIMSELF FULLY WITH THE USE, OPERATIONAL CONDITIONS AND LIMITATIONS OF SAID SITE AND OBTAIN MEASUREMENTS AND OTHER INFORMATION RELATIVE TO EXISTING IMPROVEMENTS AS PROVIDED IN THE PROJECT PROGRAM.**
  - 3. BASED UPON THE INFORMATION PROVIDED UNDER PART II, 1. TO 4. INCLUSIVE, OF THIS AGREEMENT, PREPARE AND SUBMIT FOR THE SECRETARY'S APPROVAL, DOCUMENTS TO ILLUSTRATE THE SIZE AND RELATIONSHIP OF THE PROJECT COMPONENTS, AS FOLLOWS:**
    - A. A SKETCH SITE PLAN SHOWING THE PROJECT STRUCTURES, AS RELATED TO THE EXISTING AND PROPOSED UTILITY LINES, ROADS, WALKS, GRADES, PARKING FACILITIES AND OTHER STRUCTURES IN THE IMMEDIATE VICINITY, AS WELL AS THE RELATIONSHIP OF THE PROJECT TO FUTURE IMPROVEMENTS WHICH ARE NOT A PART OF THIS PROJECT, BUT WHICH ARE INTENDED TO BECOME A PART OF A LARGER AND MORE COMPREHENSIVE DEVELOPMENT OF THE SITE UPON WHICH THIS PROJECT IS TO BE LOCATED AND BECOME A PART.**
    - B. PHOTOGRAPHS OF THE PROJECT SITE ADJACENT STRUCTURES AND SURROUNDING AREA TO GENERALLY RECORD THE NATURE AND CHARACTER OF THE ENVIRONMENT.**
    - C. SCHEMATIC SINGLE LINE FLOOR PLANS INDICATING THE GENERAL SPACE LAYOUT, BLOCK ELEVATIONS, SECTIONS AND A NARRATIVE DESCRIPTION OF THE STRUCTURAL, MECHANICAL AND ELECTRICAL SYSTEMS.**
    - D. A STATEMENT OF PROBABLE CONSTRUCTION COST UPON THE STANDARD D.G.S. COST ESTIMATE WORK SHEET, BASED UPON THE SCHEMATIC DESIGN DOCUMENTS APPLYING THE AREA, VOLUME AND OTHER UNIT COSTS CURRENTLY PREVAILING IN THE GEOGRAPHICAL REGION WHERE THE PROJECT IS TO BE BUILT. A PROFESSIONAL COST ESTIMATOR SHALL BE RETAINED BY THE A/E AS REQUIRED IN THE SCOPE OF SERVICES.**
    - E. A SINGLE LINE PERSPECTIVE OR ISOMETRIC DRAWING OR A SIMPLE BLOCK MODEL AS REQUIRED IN THE PROJECT PROGRAM.**
    - F. WHEN DIRECTED BY THE SECRETARY, THE ABOVE DATA SHALL BE REVIEWED BY THE STATE BOARD OF ARCHITECTURAL REVIEW, IN ACCORDANCE WITH THE DEPARTMENT OF GENERAL SERVICES' PROCEDURE MANUAL FOR PROFESSIONAL SERVICES.**
- C. THE DESIGN DEVELOPMENT PHASE WILL COMMENCE WITH THE A/E'S RECEIPT OF THE SECRETARY'S WRITTEN APPROVAL OF THE DOCUMENTS COMPRISING THE SCHEMATIC DESIGN PHASE, AND WHERE REQUIRED, A WRITTEN EXTENSION OF THIS AGREEMENT. UPON RECEIPT OF THIS NOTICE, THE A/E SHALL PREPARE:**
- 1. DRAWINGS AND OTHER DATA WHICH ARE A DEVELOPMENT OF THE DOCUMENTS COMPRISING THE SCHEMATIC DESIGN PHASE, INCLUDING ALL FLOOR PLANS, ELEVATIONS AND CROSS SECTIONS.**
  - 2. A SITE DEVELOPMENT PLAN INDICATING THE PROJECT STRUCTURES AS RELATED TO THE EXISTING AND PROPOSED UTILITY LINES, ROADS, WALKS, GRADES, PARKING FACILITIES AND OTHER STRUCTURES IN THE IMMEDIATE VICINITY.**
  - 3. OUTLINE SPECIFICATIONS STATING THE PROPOSED MATERIALS, METHODS AND SYSTEMS, INCLUDING STRUCTURAL, MECHANICAL AND ELECTRICAL, TO BE INCORPORATED IN THE PROJECT.**
  - 4. A STATEMENT OF PROBABLE CONSTRUCTION COSTS UPON THE STANDARD D.G.S. COST ESTIMATE WORK SHEET BASED UPON A LABOR AND MATERIAL TAKE OFF WHICH HE SHALL MAKE FROM THE DESIGN DEVELOPMENT DOCUMENTS, APPLYING COSTS CURRENTLY PREVAILING IN THE GEOGRAPHICAL REGION WHERE THE PROJECT IS TO BE BUILT. A PROFESSIONAL COST ESTIMATOR SHALL BE RETAINED BY THE A/E AS REQUIRED IN THE SCOPE OF SERVICES.**
  - 5. A PROFESSIONALLY PREPARED COLOR PERSPECTIVE RENDERING IN A SUITABLE MEDIUM WHEN REQUIRED IN THE SCOPE OF SERVICES. THE RENDERING SHALL INCLUDE RELATED EXISTING IMPROVEMENTS, WHICH HAVE A BEARING UPON THE AESTHETIC DESIGN OF THE PROJECT.**
  - 6. A PROFESSIONALLY PREPARED MODEL AT A SCALE DETERMINED BY THE SECRETARY, WHEN REQUIRED IN THE SCOPE OF SERVICES. SAID MODEL SHALL INCLUDE TOPOGRAPHY, WALKS, ROADS, ETC. AND SUGGESTED PLANTINGS.**
- D. THE CONSTRUCTION DOCUMENTS PHASE WILL COMMENCE WITH THE A/E'S RECEIPT OF THE SECRETARY'S WRITTEN APPROVAL OF THE DOCUMENTS COMPRISING THE DESIGN DEVELOPMENT PHASE, AND WHERE REQUIRED, A WRITTEN EXTENSION OF THIS AGREEMENT. UPON RECEIPT OF THIS NOTICE, THE A/E SHALL PREPARE:**
- 1. THE REQUIRED SET OF ARCHITECTURAL, SITE, STRUCTURAL, MECHANICAL AND ELECTRICAL DRAWINGS AND SPECIFICATIONS. THE VARIOUS DRAWINGS SHALL BE CAREFULLY COORDINATED BY THE A/E SO AS NOT TO CONFLICT ONE WITH THE OTHER. DRAWINGS AND SPECIFICATIONS SHALL BE MADE IN ACCORDANCE WITH THE BEST PROFESSIONAL PRACTICE AND SHALL INDICATE CLEARLY, ACCURATELY AND PRECISELY IN SUCH DETAIL AS MAY BE NECESSARY, WHAT IS TO BE FURNISHED, WHERE AND THE FINAL RESULTS TO BE OBTAINED AS TO ARCHITECTURAL DETAIL, STRUCTURAL STRENGTH, CLEARANCES, MECHANICAL AND ELECTRICAL SUFFICIENCY, AND DIMENSIONAL ACCURACY.**
  - 2. IN ACCORDANCE WITH THE PROCEDURE MANUAL FOR PROFESSIONAL SERVICES, DURING THE PREPARATION OF CONSTRUCTION DOCUMENTS, AN ESTIMATE OF THE PROBABLE CONSTRUCTION COSTS OF THE PROJECT AS CONTEMPLATED BY SUCH CONSTRUCTION DOCUMENTS AND IF, IN THE EXERCISE OF THE A/E'S PROFESSIONAL JUDGMENT, SUCH PROBABLE CONSTRUCTION COSTS WILL EXCEED THE ESTIMATE OF PROBABLE CONSTRUCTION COSTS PREVIOUSLY APPROVED BY THE SECRETARY AT THE END OF THE DESIGN DEVELOPMENT PHASE AND IF THE A/E IS UNABLE TO EFFECT COST REDUCTION REVISIONS IN THE CONSTRUCTION DOCUMENTS WITHOUT DEVIATING FROM THE DESIGN AND INTENT OF THE PREVIOUSLY APPROVED DOCUMENTS COMPRISING THE DESIGN DEVELOPMENT PHASE, THE A/E SHALL ADVISE THE SECRETARY TO SUCH EFFECT IN WRITING, CEASE ALL WORK UNDER THIS AGREEMENT AND AWAIT INSTRUCTIONS WHICH THE SECRETARY SHALL ISSUE TO THE A/E CONCERNING FUTURE ACTION TO BE TAKEN UNDER THIS AGREEMENT. IN THE EVENT THE A/E IN THE EXERCISE OF HIS PROFESSIONAL JUDGMENT HAS NOT DETECTED THE CONDITIONS DESCRIBED IN THIS SUBPARAGRAPH DURING PREPARATION OF CONSTRUCTION DOCUMENTS, THEN UPON COMPLETION OF SAME AND BASED THEREON, THE A/E SHALL PREPARE A STATEMENT OF PROBABLE CONSTRUCTION COSTS AND A DETAILED LABOR AND MATERIAL TAKE OFF APPLYING COSTS CURRENTLY PREVAILING IN THE GEOGRAPHICAL REGION WHERE THE PROJECT IS TO BE BUILT. A PROFESSIONAL COST ESTIMATOR SHALL BE RETAINED BY THE A/E AS REQUIRED IN THE SCOPE OF SERVICES.**
  - 3. UPON COMPLETION OF CONSTRUCTION DOCUMENTS, SUBMIT COPIES THEREOF TO THE SECRETARY FOR REVIEW AND SIGNATURE IN ACCORDANCE WITH THE PROCEDURE MANUAL FOR PROFESSIONAL SERVICES.**
  - 4. A BID FORM IN ACCORDANCE WITH THE STANDARD FORM SUPPLIED BY THE SECRETARY.**
- E. THE BIDDING PHASE WILL COMMENCE WITH THE A/E'S RECEIPT OF THE SECRETARY'S WRITTEN APPROVAL OF THE DOCUMENTS COMPRISING THE CONSTRUCTION DOCUMENTS PHASE, AND WHERE REQUIRED A WRITTEN EXTENSION OF THIS AGREEMENT. UPON RECEIPT OF THE APPROPRIATE NOTICE, THE A/E SHALL:**
- 1. SUPPLY FOR BIDDING AND CONSTRUCTION PURPOSES, COPIES OF ANY OR ALL DOCUMENTS AS SET FORTH IN DIVISION II, SECTION 5.8, PROCEDURE MANUAL FOR PROFESSIONAL SERVICES 6/91 EDITION.**
  - 2. INTERPRET DOCUMENTS DURING THE BIDDING PERIOD IN ACCORDANCE WITH DIVISION II, SECTION 5.7 (A), (B) AND (C), PROCEDURE MANUAL FOR PROFESSIONAL SERVICES 6/91 EDITION.**
  - 3. ON THE DATE THE BIDS FOR THE GENERAL CONSTRUCTION OF THE PROJECT ARE RETURNABLE TO THE SECRETARY, ATTEND THE OPENING THEREOF AT THE DESIGNATED TIME AND PLACE.**

4. ANALYZE THE BIDS WHEN RECEIVED AND MAKE SUCH RECOMMENDATIONS AS ARE CALLED FOR BY THE SECRETARY RELATIVE TO THE CONSTRUCTION CONTRACT AWARD.

IF THE PROJECT IS BID NO LATER THAN THE SCHEDULED DATE AGREED UPON, AND SHOULD THE LOW BONA FIDE BID EXCEED THE FUNDS APPROPRIATED BY THE LEGISLATURE FOR THE CONSTRUCTION OF THE PROJECT, THE A/E, WITHOUT ADDITIONAL COMPENSATION, SHALL ANALYZE THE BIDS AND MAKE RECOMMENDATIONS TO THE SECRETARY AS TO WAYS AND METHODS TO REDUCE THE COSTS OF CONSTRUCTING THE PROJECT TO A SUM WHICH DOES NOT EXCEED SAID APPROPRIATION. HOWEVER, SUCH RECOMMENDATION SHALL NOT INCLUDE ANY DELETIONS WHICH RENDER THE PROJECT INCOMPLETE OR UNFINISHED AND THEREBY NECESSITATE EXPENDITURE OF FUNDS IN EXCESS OF THOSE SPECIFIED IN THIS AGREEMENT; AND

1. AFTER CONSULTATION WITH THE SECRETARY, ALTER OR REDRAFT THE DOCUMENTS AS NECESSARY TO ACCOMPLISH THE NECESSARY REDUCTION IN COST; AND
2. REPEAT AS NECESSARY OR APPROPRIATE THE SERVICES AS DESCRIBED IN PART 1, A.8.

IF THROUGH NO FAULT OF THE A/E THE PROJECT IS BID LATER THAN THE SCHEDULED DATE AGREED UPON AND THIS CAUSES A BID IN EXCESS OF THE FUNDS APPROPRIATED BY THE LEGISLATURE FOR THE CONSTRUCTION OF THE PROJECT AND IF THE A/E IS REQUIRED BY THE SECRETARY TO MAKE CHANGES TO CONSTRUCTION DOCUMENTS, THEN THE A/E SHALL BE COMPENSATED ON THE BASIS OF A NEGOTIATED FEE.

- F. THE CONSTRUCTION PHASE WILL COMMENCE WITH THE AWARD OF THE CONTRACT FOR THE GENERAL CONSTRUCTION WORK REQUIRED FOR THE PROJECT, AND WHERE REQUIRED A WRITTEN EXTENSION OF THIS AGREEMENT, DURING WHICH PERIOD THE A/E SHALL:
  1. CONSULT WITH THE SECRETARY AS THE CONSTRUCTION WORK PROGRESSES. ALL OF THE SECRETARY'S AND THE A/E'S INSTRUCTIONS TO THE CONTRACTOR SHALL BE ISSUED BY THE SECRETARY, OR HIS DESIGNATED REPRESENTATIVES.
  2. MAKE PERIODIC VISITS TO THE SITE AS THE PROGRESS OF THE WORK OR THE SECRETARY MAY REASONABLY REQUIRE AND NOT LESS THAN ONCE A WEEK; ATTEND PROJECT PROGRESS MEETINGS TO FAMILIARIZE HIMSELF GENERALLY WITH THE PROGRESS AND QUALITY OF THE WORK AND TO DETERMINE IN GENERAL IF THE WORK IS PROCEEDING IN ACCORDANCE WITH THE CONTRACT DOCUMENTS. THE FOREGOING PROVISIONS OF THIS SUBPARAGRAPH NOTWITHSTANDING, THE A/E SHALL NOT BE RESPONSIBLE FOR: CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES AND PROCEDURES, OR FOR SAFETY PRECAUTIONS AND PROGRAMS IN CONNECTION WITH THE WORK; THE CONTRACTOR'S FAILURE TO CARRY OUT THE WORK IN ACCORDANCE WITH THE CONTRACT DOCUMENTS; AND THE ACTS OR OMISSIONS OF THE CONTRACTOR OR ANY SUBCONTRACTORS, OR ANY OF THE CONTRACTOR'S OR SUBCONTRACTOR'S AGENTS OR EMPLOYEES, OR ANY PERSONS PERFORMING ANY OF THE WORK. IN MAKING SUCH PERIODIC VISITS TO THE SITE AND ON THE BASIS OF SUCH ON-SITE OBSERVATIONS THE A/E SHALL ENDEAVOR TO GUARD THE STATE AGAINST DEFECTS AND DEFICIENCIES IN THE WORK OF THE CONTRACTOR AND SHALL REPORT TO THE SECRETARY ANY OBSERVED DEFECT OR OBSERVED DEFICIENCY.
  3. AS REQUESTED BY THE SECRETARY, ASSIST THE SECRETARY IN INTERPRETING THE REQUIREMENTS OF THE CONTRACT DOCUMENTS, IN MAKING DECISIONS ON ALL CLAIMS OF THE SECRETARY OR CONTRACTOR RELATING TO THE EXECUTION AND PROGRESS OF THE WORK AND ON ALL OTHER MATTERS OR QUESTIONS RELATED THERETO.
  4. RECOMMEND TO THE SECRETARY REJECTION OF WORK WHICH DOES NOT IN THE A/E'S OPINION CONFORM TO THE CONTRACT DOCUMENTS AND THAT THE SECRETARY REQUIRE THE CONTRACTOR TO STOP THE WORK WHENEVER IN THE A/E'S REASONABLE OPINION IT MAY BE NECESSARY FOR THE PROPER PERFORMANCE OF THE AGREEMENT. IN DISCHARGING THE FOREGOING RESPONSIBILITY, THE A/E SHALL ACT THROUGH THE SECRETARY AND ISSUE SUCH RECOMMENDATIONS TO THE SECRETARY.
  5. REVIEW AND APPROVE SHOP DRAWINGS, SAMPLES AND OTHER SUBMISSIONS OF THE CONTRACTOR ONLY FOR CONFORMANCE WITH THE GENERAL DESIGN CONCEPT OF THE PROJECT AND FOR COMPLIANCE WITH THE INFORMATION GIVEN IN THE CONTRACT DOCUMENTS.
  6. ASSIST THE SECRETARY IN PREPARING CHANGE ORDERS. PROVIDE DRAWINGS AS MAY BE NECESSARY TO EXPLAIN CONSTRUCTION DETAILS. (SEE DIV. II, PAR. 6.6, PROCEDURE MANUAL FOR PROFESSIONAL SERVICES 6/91 ED.)
  7. ISSUE SUCH CERTIFICATES OF PAYMENT REQUIRED BY ANY CONTRACT PERTAINING TO THE CONSTRUCTION OF THE PROJECT. MAKE VISITS TO THE PROJECT WHEN SUBSTANTIAL COMPLETION HAS BEEN ACHIEVED, SUBMIT WRITTEN REPORTS TO THE SECRETARY OF ANY DEFECTS OR DEFICIENCIES OBSERVED IN THE CONSTRUCTION, OR ANY DEVIATION FROM DRAWINGS AND SPECIFICATIONS.
  8. INQUIRE INTO THE QUALIFICATIONS OF THE CONTRACTOR AND HIS MAJOR SUB-CONTRACTORS AND ADVISE THE SECRETARY OF ANY REASONABLE OBJECTIONS AS TO THE QUALIFICATIONS OF THE CONTRACTOR AND THE SUBCONTRACTORS.
  9. PREPARE AT COMPLETION OF THE PROJECT A FULL SET OF RECORD DRAWINGS SHOWING THE "AS-BUILT" CONDITION OF THE PROJECT AND INCLUDING THE LOCATIONS OF ALL UTILITIES BASED ON HIS OWN RECORDS AND UPON INFORMATION SUPPLIED BY THE CONTRACTOR. THESE DRAWINGS WILL CONSIST OF THE ORIGINAL WORKING DRAWINGS AND THE ORIGINAL OF SUPPLEMENTAL DRAWINGS AND DETAILS MODIFIED TO SHOW THE "AS-BUILT" CONDITIONS. THE STATE WILL REQUIRE THE CONTRACTOR TO KEEP UP-TO-DATE MARKED PRINTS OF THE "AS-BUILT" CONDITIONS UPON THE CONTRACT WORKING DRAWINGS, WITH ALL NOTATIONS NECESSARY TO FORM THE BASIS OF SUCH RECORD DRAWINGS. "AS-BUILT" DRAWINGS SHALL BE TURNED OVER TO THE STATE WITHIN FOUR (4) MONTHS OF SATISFACTORY COMPLETION OF THE PROJECT; FINAL PAYMENT OF THE A/E'S FEE SHALL NOT BE DUE UNTIL "AS-BUILT" DRAWINGS ARE SUBMITTED TO THE SECRETARY.
- G. THE POST-CONSTRUCTION PHASE WILL COMMENCE UPON THE A/E'S RECEIPT OF THE SECRETARY'S WRITTEN ACCEPTANCE OF THE FINAL INSPECTION REPORT FOR THE PROJECT DURING WHICH PHASE THE A/E AND HIS DESIGN TEAM (INCLUDING ENGINEERS, ARCHITECTS, SPECIAL CONSULTANTS, ETC.) SHALL:
  1. UNLESS OTHERWISE SPECIFIED BY ADDENDUM, MAKE VISITS AT 6, 12, AND 24 MONTHS AFTER THE SECRETARY'S WRITTEN ACCEPTANCE. SUCH VISITS SHALL BE SCHEDULED BY DGS AND WILL INCLUDE REPRESENTATIVES OF DGS AND THE USING AGENCY. ALSO, IT IS FURTHER UNDERSTOOD THAT, IN ADDITION TO THESE STATED VISITS, VISITS TO DEAL WITH UNFORESEEN MATTERS WHICH MAY OCCUR WILL REQUIRE ADDITIONAL VISITS BY THE APPROPRIATE CONSULTANTS.
  2. A WRITTEN REPORT, INCLUDING MINUTES OF THE VISIT AND INDICATING THE RESULTS OF THE VISIT, SHALL BE SUBMITTED TO THE SECRETARY. FORM DGS 130 IS TO BE USED.

## PART II ASSISTANCE BY THE STATE

THE SECRETARY WILL FURNISH TO THE A/E IN A TIMELY FASHION OR REIMBURSE THE A/E FOR THE COST OF FURNISHING:

1. A COMPLETE AND COMPREHENSIVE WRITTEN PROGRAM. THE SECRETARY SHALL ASSIST THE A/E IN ESTABLISHING A PRELIMINARY BUDGET FOR THE ESTIMATED COST OF CONSTRUCTING THE PROJECT.
2. ALL NECESSARY SURVEY AND TOPOGRAPHIC INFORMATION, INCLUDING PERTINENT DATA CONCERNING ALL APPLICABLE RIGHTS OF WAY, EASEMENTS, RESTRICTIONS, ETC.
3. TEST BORINGS, SAMPLES, ROCK CORES AND OTHER SUB-SURFACE INFORMATION AS REQUESTED BY THE A/E IN ACCORDANCE WITH THE DEPARTMENT OF GENERAL SERVICES' PROCEDURE MANUAL FOR PROFESSIONAL SERVICES AND AUTHORIZED BY THE SECRETARY.
4. LABORATORY OR OTHER TESTS REQUIRED BY THE SECRETARY TO OBTAIN BASIC DATA.
5. ALL NOTICES AND/OR ADVERTISEMENTS ADVISING OF RECEIPT OF BIDS.
6. ALL CONTRACT, BOND, CHANGE ORDER AND OTHER STANDARD FORMS NECESSARY FOR THE PROJECT.
7. RECEIPT AND TABULATION OF ALL BIDS.
8. PREPARE FOR EXECUTION AND TRANSMIT TO PARTIES CONCERNED ALL CONTRACT FORMS AND CHANGE ORDER FORMS WHEN APPROVED.
9. COST DATA ON PREVIOUSLY CONSTRUCTED PROJECTS WHEN AVAILABLE.
10. ALL NECESSARY APPROVALS FOR THE ORDERLY PROGRESS OF THE A/E'S SERVICES AND OF THE WORK AS SCHEDULED UNDER THIS AGREEMENT.

## PART III OWNERSHIP OF DOCUMENTS

ALL DOCUMENTS WHICH ARE PREPARED BY THE A/E AND FORM A PART OF HIS SERVICES SHALL, UPON COMPLETION OF THE DRAWING, BECOME THE PROPERTY OF THE STATE OF MARYLAND AND SHALL BE DELIVERED TO THE SECRETARY. THE A/E SHALL BE RESPONSIBLE FOR THE PROTECTION AND/OR REPLACEMENT OF ANY CONTRACT DOCUMENT IN HIS POSSESSION. THE STATE SHALL RECEIVE ALL ORIGINAL DRAWINGS AND THE A/E SHALL RETAIN A REPRODUCIBLE COPY. ALL SUCH DOCUMENTS, AS INSTRUMENTS OF PERSONAL PROFESSIONAL SERVICES, ARE NOT TO BE USED BY THE STATE OF MARYLAND ON ANY OTHER PROJECT UNLESS THE STATE OF MARYLAND, PRIOR TO SUCH USE, EXECUTES AND DELIVERS TO THE A/E AN AGREEMENT IN WRITING ABSOLVING, RELEASING, INDEMNIFYING AND SAVING HARMLESS THE A/E FOR ANY SUCH USE OR PROVIDES THE A/E APPROPRIATE COMPENSATION AND THE RIGHT AND OPPORTUNITY TO DETERMINE THE FEASIBILITY AND PROPRIETY OF ANY SUCH INTENDED USE.

## PART IV FEES AND PAYMENTS

- A. THE EXTENT OF THE A/E'S SERVICES REQUIRED BY THIS AGREEMENT SHALL GOVERN AND DETERMINE THE METHOD AND AMOUNT OF COMPENSATION TO BE PAID BY THE STATE OF MARYLAND TO THE A/E AS HEREINAFTER SET FORTH. THE A/E MAY APPLY TO THE SECRETARY FOR PERIODIC PAYMENT MONTHLY; HOWEVER, THE GRANTING OF ANY SUCH APPLICATION IN WHOLE OR IN PART, IS DISCRETIONARY SOLELY WITH THE SECRETARY, WHO MAY REFUSE SUCH APPLICATION AND MAY REQUIRE THE A/E TO COMPLETE THE DOCUMENTS REQUIRED FOR ANY PARTICULAR PHASE AND ANY REVISIONS THERETO AS HEREINBEFORE PROVIDED AND SECURE THE APPROVAL OF SUCH DOCUMENTS AS A PREREQUISITE TO THE A/E'S ENTITLEMENT TO PAYMENT OF SAID COMPENSATION. THE GRANTING AT THE A/E'S APPLICATION FOR SUCH PERIODIC PAYMENTS BY THE SECRETARY AND THE REMITTANCE THEREOF SHALL NOT CONSTITUTE, IN ANY SENSE, APPROVAL BY THE STATE OF MARYLAND FOR THE PERCENTAGE OF WORK COMPLETED FOR SUCH PHASE, OR ANY PART THEREOF, SUCH APPROVAL BEING EXPRESSLY RESERVED TO THE SECRETARY UPON THE COMPLETION OF EACH OF SAID PHASES AS PROVIDED IN PART 1.A.8.

IN THE EVENT THAT THIS AGREEMENT DOES NOT PROVIDE ON PAGE NO. 1 FOR AN AMOUNT TO BE PAID TO THE A/E FOR EACH OF SIX PHASES, THEN PARAGRAPHS B AND C HEREFTER SHALL BE APPLICABLE.

- B. WHEN THE SCOPE OF SERVICES TO BE PERFORMED UNDER THIS AGREEMENT INCLUDES THE SCHEMATIC DESIGN PHASE AND DESIGN DEVELOPMENT PHASE ONLY, THE A/E SHALL BE COMPENSATED AS PROVIDED IN THIS AGREEMENT.**
- C. WHEN THE SCOPE OF SERVICES TO BE PERFORMED BY THE A/E UNDER THIS AGREEMENT INCLUDES IN ADDITION TO THE SCHEMATIC DESIGN PHASE AND THE DESIGN DEVELOPMENT PHASE ANY ONE OR ALL OF THE CONSTRUCTION DOCUMENTS PHASE, THE BIDDING PHASE, THE CONSTRUCTION PHASE AND THE POST CONSTRUCTION PHASE, (WHETHER THE SAME BE INITIALLY INCLUDED IN THIS AGREEMENT OR BE ADDED TO IT BY SUBSEQUENT WRITTEN AMENDMENTS), THE A/E SHALL BE COMPENSATED AS PROVIDED IN THIS AGREEMENT. THE AMOUNT OF APPLICATIONS FOR PERIODIC PAYMENTS TO THE A/E SHALL BE BASED UPON APPROVED COST PROPOSAL SUBMITTED BY THE A/E. HOWEVER, AT THE COMPLETION OF EACH OF THE PHASES AND THE APPROVAL THEREOF BY THE SECRETARY THE AMOUNT OF APPLICATIONS FOR PERIODIC PAYMENTS SUBMITTED BY THE A/E ON ACCOUNT OF SAID COMPENSATION, SHALL NOT EXCEED THE FOLLOWING:**
1. AT THE COMPLETION AND APPROVAL OF THE SCHEMATIC DESIGN PHASE ..... \$ \_\_\_\_\_
  2. AT THE COMPLETION AND APPROVAL OF THE DESIGN DEVELOPMENT PHASE ..... \$ \_\_\_\_\_
  3. AT THE COMPLETION AND APPROVAL OF THE CONSTRUCTION DOCUMENTS PHASE ..... \$ \_\_\_\_\_
  4. AT THE COMPLETION AND APPROVAL OF THE BIDDING PHASE ..... \$ \_\_\_\_\_
  5. AT THE COMPLETION AND APPROVAL OF THE CONSTRUCTION PHASE ..... \$ \_\_\_\_\_
  6. AT THE COMPLETION AND APPROVAL OF THE POST CONSTRUCTION PHASE ..... \$ \_\_\_\_\_
- WHEN REQUIRED BY THE SECRETARY TO SUBSTANTIATE THE DEGREE OF COMPLETION CLAIMED IN ANY SUCH APPLICATION FOR PERIODIC PAYMENTS, THE A/E SHALL FURNISH THE SECRETARY WITH COPIES OF THE DOCUMENTS EVIDENCING THE DEGREE OF COMPLETION CLAIMED.**
- D. WHEN THE SCOPE OF SERVICES TO BE PERFORMED BY THE A/E UNDER THIS AGREEMENT INCLUDES THE CONSTRUCTION PHASE, APPLICATIONS BY THE A/E FOR PERIODIC PAYMENTS OF HIS COMPENSATION UNDER THIS PHASE SHALL CORRESPOND TO AND BE BASED UPON THE AMOUNT OF CONSTRUCTION WORK THEN COMPLETED BY THE CONTRACTOR UPON THE PROJECT.**
- E. ANY ADDITIONAL CONSTRUCTION WORK NOT REQUIRING THE PROFESSIONAL SERVICES OF THE A/E SHALL NOT OCCASION ANY ADDITIONAL COMPENSATION TO THE A/E.**
- F. ANY CONSTRUCTION WORK DELETED FROM THE PROJECT OR SUBSTANTIALLY REVISED DURING THE CONSTRUCTION PHASE, WHICH DELETION OR REVISION REQUIRED THE A/E TO RENDER PROFESSIONAL SERVICES, AS HEREINBEFORE DEFINED, SHALL ENTITLE THE A/E TO ADDITIONAL COMPENSATION FOR SUCH SERVICES, AS MAY BE AGREED UPON WITH THE SECRETARY.**
- G. PREPARATION OF DOCUMENTS REQUIRED FOR ALTERNATE BIDS SHALL NOT NORMALLY ENTITLE THE A/E TO ADDITIONAL COMPENSATION; HOWEVER, WHERE THE NATURE OF THE ALTERNATE BIDS REQUIRES THE EXTENSIVE PREPARATION OF SEPARATE DRAWINGS AND/OR SPECIFICATIONS, THE SECRETARY SHALL DETERMINE WHETHER THE EXTENT OF SUCH SEPARATE DRAWINGS AND/OR SPECIFICATIONS SHALL ENTITLE THE A/E TO ADDITIONAL COMPENSATION, AS MAY BE AGREED WITH THE SECRETARY.**
- H. THE COMPENSATION PAYABLE TO THE A/E UNDER THIS AGREEMENT MAY BE REDUCED BY REASON OF ADDITIONAL COSTS OF CONSTRUCTING THE PROJECT INCURRED BY THE STATE OF MARYLAND AS A RESULT OF ERRORS IN, AND IMPROPER COORDINATION OF THE DRAWINGS AND SPECIFICATIONS COMPRISING THE CONSTRUCTION DOCUMENTS. THE AMOUNT OF SUCH REDUCTION IN COMPENSATION, IF ANY, SHALL NOT EXCEED THE AMOUNT OF SUCH ADDITIONAL COSTS OF CONSTRUCTING THE PROJECT.**
- I. SHOULD THE PROJECT BE ABANDONED OR CURTAILED OR SHOULD THE STATE CANCEL THIS AGREEMENT AT ANY TIME, THE A/E SHALL BE PAID A PROPORTIONATE PART OF THE COMPENSATION DUE AND PAYABLE TO HIM AT THE COMPLETION OF THE PHASE, WHEREIN SAID ABANDONMENT, CURTAILEMENT OR CANCELLATION OCCURS. NOTICE OF ABANDONMENT, CURTAILEMENT OR CANCELLATION MAY BE VERBAL, BUT SHALL BE CONFIRMED IN WRITING WITHIN 30 DAYS BY THE SECRETARY AT WHICH TIME THE A/E SHALL IMMEDIATELY FILE WITH THE SECRETARY PRINTS AND OTHER DATA SUBSTANTIATING THE STATUS OF THE PROFESSIONAL SERVICES PERFORMED TO THE DATE OF SUCH ACTION. HOWEVER, NO FEE SHALL BE DUE SHOULD THIS AGREEMENT BE CANCELLED BY THE SECRETARY DUE TO THE INABILITY OF THE A/E TO PRODUCE A SATISFACTORY SOLUTION TO THE SCHEMATIC DESIGN AND DESIGN DEVELOPMENT PHASES OF PROFESSIONAL SERVICES.**
- J. UPON ALL APPLICATIONS FOR PERIODIC PAYMENTS OF COMPENSATION, EXCEPTING ONLY THE FIRST SUCH APPLICATION, THE A/E SHALL CERTIFY IN WRITING TO THE SECRETARY, UNDER PENALTY OF PERJURY, THAT ALL CONSULTANTS, THE EXTENT OF WHOSE WORK COMPRISED A PORTION OF THE PRIOR APPLICATION FOR PERIODIC PAYMENT, WERE PAID IN FULL TO THE EXTENT OF SUCH, AS WAS APPROVED BY THE SECRETARY, WITHIN TEN (10) DAYS NEXT SUCCEEDING THE DATE ON WHICH THE A/E RECEIVED PAYMENT FROM THE STATE FOR SUCH PRIOR APPLICATION. ALL A/E INVOICES TO THE STATE SHALL SET FORTH THE A/E'S FEDERAL EMPLOYER IDENTIFICATION NUMBER OR HIS SOCIAL SECURITY NUMBER.**
- K. IN THE EVENT OF ANY ADDITIONS OR CHANGES IN THE WORK PROVIDED FOR IN THIS AGREEMENT WHICH CAUSES AN INCREASE OR DECREASE IN THE A/E'S COST OF, OR TIME REQUIRED FOR PERFORMANCE OF ANY SERVICE UNDER THIS AGREEMENT, AN EQUITABLE ADJUSTMENT SHALL BE MADE, AT THE DISCRETION OF THE SECRETARY, AND THIS AGREEMENT SHALL BE MODIFIED IN WRITING TO REFLECT SUCH ADJUSTMENT. (SEE DIV. 1, PAR. 3.1, PROCEDURE MANUAL FOR PROFESSIONAL SERVICES, 6/91 ED.).**

#### PART V SPECIAL PROVISIONS

- A. WITHIN THIRTY (30) DAYS AFTER THE DATE OF THIS AGREEMENT, THE SECRETARY AND THE A/E SHALL MUTUALLY AGREE UPON A SCHEDULE OF DATES FOR THE COMPLETION OF THE SEVERAL PHASES ON THE A/E'S SERVICES, AS HEREIN AFTER PROVIDED.**
- B. IF THE A/E FAILS TO FULFILL ITS OBLIGATIONS UNDER THIS CONTRACT PROPERLY AND ON TIME, OR OTHERWISE VIOLATES ANY PROVISION OF THE CONTRACT, THE STATE MAY TERMINATE THE CONTRACT BY WRITTEN NOTICE TO THE A/E. THE NOTICE SHALL SPECIFY THE ACTS OR OMISSIONS RELIED ON AS CAUSE FOR TERMINATION. ALL FINISHED OR UNFINISHED SUPPLIES AND SERVICES PROVIDED BY THE A/E, SHALL AT THE STATE'S OPTION, BECOME THE STATE'S PROPERTY. THE STATE SHALL PAY THE CONTRACTOR FAIR AND EQUITABLE COMPENSATION FOR SATISFACTORY PERFORMANCE PRIOR TO RECEIPT OF NOTICE OF TERMINATION, LESS THE AMOUNT OF DAMAGES CAUSED BY A/E'S BREACH. IF THE DAMAGES ARE MORE THAN THE COMPENSATION PAYABLE TO THE A/E, THE A/E WILL REMAIN LIABLE AFTER TERMINATION AND THE STATE CAN AFFIRMATIVELY COLLECT DAMAGES.**
- C. THE A/E MAY NOT ASSIGN OR TRANSFER ANY INTEREST IN THIS AGREEMENT EXCEPT WITH THE WRITTEN APPROVAL OF THE SECRETARY. IN THE EVENT THAT DEATH OR OTHER CAUSE NECESSITATES SUBSTITUTION BY THE STATE OF ANOTHER A/E IN PLACE OF THE PARTY HERETO IN ORDER TO COMPLETE THE SERVICES CALLED FOR BY THE AGREEMENT, THE SECRETARY SHALL DETERMINE THE DIVISION OF THE FEE BETWEEN THE SUBSTITUTION AND THE A/E WHO IS PARTY HERETO.**
- D. THE SECRETARY MAY WAIVE SPECIFIC MINOR PROVISIONS OF THE AGREEMENT ON REQUEST BY THE A/E IN THE INTEREST OF EXPEDITING THE PROJECT. ANY SUCH WAIVER SHALL NOT CONSTITUTE JUSTIFICATION FOR THE A/E PREPARING AN INCOMPLETE DESIGN OR CONSTITUTE A WAIVER OF ANY LIABILITY ENSUING THEREFROM.**
- E. THE A/E MUST NOTIFY THE SECRETARY IMMEDIATELY OF ANY MAJOR CHANGES IN HIS ORGANIZATION OR PERSONNEL BY SUBMITTING REVISED STANDARD FORMS NUMBERS 254.**
- F. DISPUTES.**
1. THIS CONTRACT IS SUBJECT TO THE PROVISIONS OF STATE FINANCE AND PROCUREMENT ARTICLE, SECTIONS 15-201 THROUGH 15-223, ANNOTATED CODE OF MARYLAND, AND COMAR 21.10.
  2. EXCEPT AS MAY OTHERWISE BE PROVIDED IN THE ACT OR AFORESAID REGULATIONS, ALL DISPUTES ARISING UNDER OR AS A RESULT OF A BREACH OF THIS CONTRACT WHICH ARE NOT DISPOSED OF BY MUTUAL AGREEMENT SHALL BE RESOLVED IN ACCORDANCE WITH THIS CLAUSE.
  3. AS USED HEREIN, "CLAIM" MEANS A WRITTEN DEMAND OR ASSERTION BY ONE OF THE PARTIES SEEKING, AS A LEGAL RIGHT, THE PAYMENT OF MONEY, ADJUSTMENT OR INTERPRETATION OF CONTRACT TERMS, OR OTHER RELIEF, ARISING UNDER OR RELATING TO THIS CONTRACT.
    - (A) A VOUCHER, INVOICE, OR REQUEST FOR PAYMENT THAT IS NOT IN DISPUTE WHEN SUBMITTED IS NOT A CLAIM UNDER THIS CLAUSE. HOWEVER, WHERE THE SUBMISSION IS SUBSEQUENTLY NOT ACTED UPON IN A REASONABLE TIME, OR DISPUTED EITHER AS TO LIABILITY OR AMOUNT, IT MAY BE CONVERTED TO A CLAIM FOR THE PURPOSE OF THIS CLAUSE.
    - (B) A CLAIM BY THE A/E SHALL BE MADE IN WRITING AND SUBMITTED TO THE PROCUREMENT OFFICER FOR DECISION. A CLAIM BY THE STATE SHALL BE THE SUBJECT OF A DECISION BY THE PROCUREMENT OFFICER.

4. WHEN A CONTROVERSY CANNOT BE RESOLVED BY MUTUAL AGREEMENT, THE A/E SHALL SUBMIT A WRITTEN REQUEST FOR FINAL DECISION TO THE PROCUREMENT OFFICER. THE WRITTEN REQUEST SHALL SET FORTH ALL THE FACTS SURROUNDING THE CONTROVERSY.
  5. IN CONNECTION WITH ANY CLAIM UNDER THIS CLAUSE, THE A/E SHALL BE AFFORDED AN OPPORTUNITY TO BE HEARD AND TO OFFER EVIDENCE IN SUPPORT OF HIS CLAIM TO THE PROCUREMENT OFFICER.
  6. THE PROCUREMENT OFFICER SHALL RENDER A WRITTEN DECISION ON ALL CLAIMS WITHIN 180 DAYS OF RECEIPT OF THE A/E WRITTEN CLAIM, UNLESS THE PROCUREMENT OFFICER DETERMINES THAT A LONGER PERIOD IS NECESSARY TO RESOLVE THE CLAIM. THIS DECISION SHALL BE FURNISHED TO THE A/E, BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED, OR BY ANY OTHER METHOD THAT PROVIDES EVIDENCE OF RECEIPT. THE PROCUREMENT OFFICER'S DECISION SHALL BE DEEMED THE FINAL ACTION OF THE STATE. IF A DECISION IS NOT ISSUED WITHIN 180 DAYS, THE PROCUREMENT OFFICER SHALL NOTIFY THE A/E OF THE TIME WITHIN WHICH A DECISION SHALL BE RENDERED AND THE REASONS FOR SUCH TIME EXTENSION.
  7. THE PROCUREMENT OFFICER'S DECISION SHALL BE FINAL AND CONCLUSIVE UNLESS THE A/E FILES A WRITTEN APPEAL WITH THE MARYLAND STATE BOARD OF CONTRACT APPEALS WITHIN THIRTY (30) DAYS OF RECEIPT OF SAID DECISION.
  8. PENDING RESOLUTION OF A CLAIM, THE A/E SHALL PROCEED DILIGENTLY WITH THE PERFORMANCE OF THE CONTRACT IN ACCORDANCE WITH THE PROCUREMENT OFFICER'S DECISION.
  9. IF A DISPUTE IS APPEALED TO THE MARYLAND STATE BOARD OF CONTRACT APPEALS DURING A TIME THAT THERE IS DOCKETED BEFORE SAID BOARD AN APPEAL CONCERNING THE SAME OR A SIMILAR DISPUTE BETWEEN THE STATE AND THE BUILDER, THEN THE A/E AND THE STATE AGREE TO SEEK A CONSOLIDATION OF THOSE APPEALS.
- G. IN THE EVENT THE A/E, OR ANY OF ITS OFFICERS, PARTNERS, PRINCIPALS OR EMPLOYEES, IS CONVICTED OF A CRIME ARISING OUT OF OR IN CONNECTION WITH THE PROCUREMENT OF WORK TO BE DONE OR PAYMENT TO BE MADE UNDER THIS AGREEMENT, THE AGREEMENT SHALL IN THE DISCRETION OF THE SECRETARY, BE TERMINATED. UPON SUCH TERMINATION THE A/E SHALL BE PAID ONLY THE EARNED VALUE OF WORK PERFORMED TO THE DATE OF TERMINATION AND REFUND ANY AND ALL PROFITS, OR FIXED FEE, REALIZED UNDER THE AGREEMENT, AND THE A/E SHALL BE LIABLE TO THE STATE FOR ANY COSTS INCURRED BY THE STATE, OVER AND ABOVE THE MAXIMUM AMOUNT PAYABLE TO THE A/E AS SET FORTH IN THIS AGREEMENT, IN COMPLETING THE WORK UNDERTAKEN BY THE A/E IN THE AGREEMENT. THE SANCTIONS PROVIDED HEREUNDER SHALL AS APPROPRIATE, IN THE DISCRETION OF THE SECRETARY, BE APPLICABLE TO ANY SUCH CONVICTION AFTER THE EXPIRATION OF THE TERM OF THE AGREEMENT AS WELL. THE RIGHTS AND REMEDIES SET FORTH HEREIN SHALL BE IN ADDITION TO, AND THE EXERCISE THEREOF SHALL IN NO WAY BE CONSIDERED OR CONSTRUED AS A WAIVER OF, ANY OTHER RIGHTS OR REMEDIES GRANTED OR AVAILABLE TO THE STATE.
- H. THE PERFORMANCE OF WORK UNDER THIS CONTRACT MAY BE TERMINATED BY THE STATE IN ACCORDANCE WITH THIS CLAUSE IN WHOLE, OR FROM TIME TO TIME IN PART, WHENEVER THE PROCUREMENT OFFICER SHALL DETERMINE THAT SUCH TERMINATION IS IN THE BEST INTEREST OF THE STATE. THE STATE WILL PAY ALL REASONABLE COSTS ASSOCIATED WITH THIS CONTRACT THAT THE A/E HAS INCURRED UP TO THE DATE OF TERMINATION AND ALL REASONABLE COSTS ASSOCIATED WITH TERMINATION OF THE CONTRACT. HOWEVER, THE A/E SHALL NOT BE REIMBURSED FOR ANY ANTICIPATORY PROFITS WHICH HAVE NOT BEEN EARNED UP TO THE DATE OF TERMINATION.
- I. NO EMPLOYEE OF THE STATE OF MARYLAND, OR ANY DEPARTMENT, COMMISSION, AGENCY OR BRANCH THEREOF, WHOSE DUTIES AS SUCH EMPLOYEE INCLUDE MATTERS RELATING TO OR AFFECTING THE SUBJECT MATTER OF THIS CONTRACT, SHALL, WHILE SUCH EMPLOYEE, BECOME OR BE AN EMPLOYEE OF THE PARTY OR PARTIES HEREBY CONTRACTING WITH THE SAID STATE OF MARYLAND OR ANY DEPARTMENT, COMMISSION, AGENCY OR BRANCH THEREOF.
- J. IT IS UNDERSTOOD THAT THE PROVISIONS OF THE CIVIL RIGHTS ACT OF 1964 ARE HEREBY INCLUDED IN THIS AGREEMENT TO THE END THAT NO PERSON IN THE UNITED STATES SHALL, ON THE GROUND OF RACE, COLOR, OR NATIONAL ORIGIN, BE EXCLUDED FROM PARTICIPATION IN, BE DENIED THE BENEFITS OF, OR OTHERWISE SUBJECTED TO DISCRIMINATION UNDER THIS AGREEMENT. IT IS FURTHER UNDERSTOOD THAT THE PROVISIONS OF ARTICLE 49B, SECTIONS 14 TO 18, (DISCRIMINATION IN EMPLOYMENT) OF THE ANNOTATED CODE OF MARYLAND, AND AS MAY BE AMENDED FROM TIME TO TIME, ARE INCORPORATED BY REFERENCE AND ARE MADE A PART OF THIS AGREEMENT.
- K. CHANGES:
- (1) THE PROCUREMENT OFFICER MAY, AT ANY TIME, BY WRITTEN ORDER DESIGNATED OR INDICATED TO BE A CHANGE ORDER, MAKE ANY CHANGE IN THE WORK WITHIN THE GENERAL SCOPE OF THE CONTRACT.
  - (2) ANY OTHER WRITTEN ORDER FROM THE PROCUREMENT OFFICER WHICH CAUSES ANY SUCH CHANGE, SHALL BE TREATED AS A CHANGE ORDER UNDER THIS CLAUSE, PROVIDED THAT THE A/E GIVES THE PROCUREMENT OFFICER WRITTEN NOTICE STATING THE DATE, CIRCUMSTANCES, AND SOURCE OF THE ORDER AND THAT THE A/E REGARDS THE ORDER AS A CHANGE ORDER.
  - (3) EXCEPT AS HEREIN PROVIDED, NO ORDER, STATEMENT, OR CONDUCT OF THE PROCUREMENT OFFICER SHALL BE TREATED AS A CHANGE UNDER THIS CLAUSE OR ENTITLE THE CONTRACTOR TO AN EQUITABLE ADJUSTMENT HEREUNDER.
  - (4) IF ANY CHANGE UNDER THIS CLAUSE CAUSES AN INCREASE OR DECREASE IN THE A/E COST OF, OR THE TIME REQUIRED FOR, THE PERFORMANCE OF ANY PART OF THE WORK UNDER THIS CONTRACT, WHETHER OR NOT CHANGED BY ANY ORDER, AN EQUITABLE ADJUSTMENT SHALL BE MADE AND THE CONTRACT MODIFIED IN WRITING ACCORDINGLY.
  - (5) IF THE A/E INTENDS TO ASSERT A CLAIM FOR AN EQUITABLE ADJUSTMENT UNDER THIS CLAUSE, HE SHALL, WITHIN 30 DAYS AFTER RECEIPT OF A WRITTEN CHANGE ORDER UNDER (1) ABOVE OR THE FURNISHING OF WRITTEN NOTICE UNDER (2) ABOVE, SUBMIT TO THE PROCUREMENT OFFICER A WRITTEN STATEMENT SETTING FORTH THE GENERAL NATURE AND MONETARY EXTENT OF SUCH CLAIM, UNLESS THIS PERIOD IS EXTENDED BY THE STATE. THE STATEMENT OF CLAIM HEREUNDER MAY BE INCLUDED IN THE NOTICE UNDER (2) ABOVE.
  - (6) NO CLAIM BY THE A/E FOR AN EQUITABLE ADJUSTMENT HEREUNDER SHALL BE ALLOWED IF ASSERTED AFTER FINAL PAYMENT UNDER THIS CONTRACT.
- L. THIS AGREEMENT IS SUBJECT TO AUDIT BY THE STATE, AND THE A/E AGREES TO MAKE ALL OF ITS RECORDS AVAILABLE TO THE STATE UPON REQUEST.
- M. THE PROVISIONS OF THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF MARYLAND.
- N. CERTIFICATIONS OF CONSULTANT
1. PROHIBITION AGAINST CONTINGENT FEES

"THE A/E WARRANTS THAT I OR WE OR IT HAVE NOT EMPLOYED OR RETAINED ANY PERSON, PARTNERSHIP, CORPORATION, OR OTHER ENTITY, OTHER THAN A BONA FIDE EMPLOYEE OR AGENT WORKING FOR THE ARCHITECT OR ENGINEER, TO SOLICIT OR SECURE THIS AGREEMENT, AND THAT I OR WE OR IT HAVE NOT PAID OR AGREED TO PAY ANY PERSON, PARTNERSHIP, CORPORATION, OR OTHER ENTITY, OTHER THAN A BONA FIDE EMPLOYEE OR AGENT, ANY FEE OR ANY OTHER CONSIDERATION CONTINGENT ON THE MAKING OF THIS AGREEMENT."

I ACKNOWLEDGE THAT THIS CERTIFICATION IS TO BE FURNISHED TO THE SECRETARY OF GENERAL SERVICES OF MARYLAND, IN CONNECTION WITH THIS AGREEMENT FUNDED WITH STATE FUNDS OR ANY COMBINATION OF STATE AND (OR) FEDERAL AND (OR) LOCAL FUNDS. I ACKNOWLEDGE THAT FOR BREACH OF THE WARRANTY SET FORTH HEREIN THE SECRETARY SHALL HAVE THE RIGHT TO TERMINATE THIS AGREEMENT IN ACCORDANCE WITH THE PROVISIONS OF PART V, SECTION B, OF THIS CONTRACT. I FURTHER ACKNOWLEDGE THAT, IN ITS DISCRETION, THE DEPARTMENT OF GENERAL SERVICES SHALL HAVE THE RIGHT TO DEDUCT FROM THE CONTRACT PRICE, OR OTHERWISE RECOVER, THE FULL AMOUNT OF SUCH FEE, COMMISSION, PERCENTAGE, BROKERAGE, CONTINGENT FEE, CONTRIBUTION, DONATION OR OTHER CONSIDERATION OF ANY KIND. I ACKNOWLEDGE THAT THIS CERTIFICATION IS SUBJECT TO APPLICABLE STATE LAWS, BOTH CRIMINAL AND CIVIL.

SIGNATURE

2. COST AND PRICE INFORMATION

I FURTHER CERTIFY THAT:

(A) THE WAGE RATES AND OTHER FACTUAL UNIT COSTS SUPPORTING THE COMPENSATION PROVIDED FOR IN THIS AGREEMENT AS SUBMITTED IN OUR

NEGOTIATED AGREEMENT DATED \_\_\_\_\_, 20\_\_\_\_ ARE ACCURATE, COMPLETE AND CURRENT AS OF THE TIME OF EXECUTION OF THIS AGREEMENT; AND

(B) THE CONSIDERATION PROVIDED FOR IN THIS AGREEMENT AND ANY ADDITIONS THERETO SHALL BE ADJUSTED TO EXCLUDE ANY SIGNIFICANT SUMS WHERE THE DEPARTMENT OF GENERAL SERVICES DETERMINES THE CONSIDERATION WAS INCREASED DUE TO INACCURATE, INCOMPLETE OR NON-CURRENT WAGE RATES AND OTHER FACTUAL UNIT COSTS.

DATE

SIGNATURE

SWORN TO AND SUBSCRIBED BEFORE ME

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

NOTARY PUBLIC

3. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT

I HEREBY CERTIFY THAT I AM THE \_\_\_\_\_ AND THE DULY AUTHORIZED REPRESENTATIVE OF \_\_\_\_\_

WHOSE ADDRESS IS \_\_\_\_\_

A DOMESTIC \_\_\_\_\_, FOREIGN \_\_\_\_\_ CORPORATION WHICH IS REGISTERED OR QUALIFIED IN ACCORDANCE WITH THE CORPORATION AND ASSOCIATIONS ARTICLE OF THE ANNOTATED CODE OF MARYLAND AND IS IN GOOD STANDING AND HAS FILED ALL ITS ANNUAL REPORTS TOGETHER WITH ITS FILING FEES WITH THE MARYLAND STATE DEPARTMENT OF ASSESSMENTS AND TAXATION, AND THAT THE NAME AND ADDRESS OF ITS RESIDENT AGENT FILED WITH THE MARYLAND STATE DEPARTMENT OF ASSESSMENTS AND TAXATION IS:

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

I FURTHER CERTIFY THAT THE CORPORATION HAS PAID OR ARRANGED FOR PAYMENT OF ALL TAXES DUE TO THE STATE OF MARYLAND AND HAS FILED ALL REQUIRED RETURNS AND REPORTS WITH THE COMPTROLLER OF THE TREASURY, THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION, AND THE EMPLOYMENT SECURITY ADMINISTRATION AND WILL HAVE PAID ALL WITHHOLDING TAXES DUE TO THE STATE OF MARYLAND PRIOR TO FINAL SETTLEMENT.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE FOREGOING CERTIFICATION IS TRUE AND CORRECT.

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
PRINTED OR TYPED NAME

4. MULTI-YEAR AGREEMENTS CONTINGENT UPON APPROPRIATIONS \*

IF THE GENERAL ASSEMBLY FAILS TO APPROPRIATE FUNDS OR IF FUNDS ARE NOT OTHERWISE MADE AVAILABLE FOR CONTINUED PERFORMANCE FOR ANY FISCAL PERIOD OF THIS AGREEMENT SUCCEEDING THE FIRST FISCAL PERIOD, THIS AGREEMENT SHALL BE CANCELLED AUTOMATICALLY AS OF THE BEGINNING OF THE FISCAL YEAR FOR WHICH FUNDS WERE NOT APPROPRIATED OR OTHERWISE MADE AVAILABLE; PROVIDED, HOWEVER, THAT THIS WILL NOT AFFECT EITHER THE STATE'S RIGHTS OR THE A/E'S RIGHTS UNDER ANY TERMINATION CLAUSE IN THIS AGREEMENT. THE EFFECT OF TERMINATION OF THE AGREEMENT HEREUNDER WILL BE TO DISCHARGE BOTH THE A/E AND THE STATE FROM FUTURE PERFORMANCE OF THE AGREEMENT, BUT NOT FROM THEIR RIGHTS AND OBLIGATIONS EXISTING AT THE TIME OF TERMINATION. THE A/E SHALL BE REIMBURSED FOR THE REASONABLE VALUE OF ANY NON-RECURRING COSTS INCURRED BUT NOT AMORTIZED IN THE PRICE OF THE AGREEMENT. THE STATE SHALL NOTIFY THE A/E AS SOON AS IT HAS KNOWLEDGE THAT FUNDS MAY NOT BE AVAILABLE FOR THE CONTINUATION OF THIS AGREEMENT FOR EACH SUCCEEDING FISCAL PERIOD BEYOND THE FIRST."

O. CERTIFICATION

I HEREBY CERTIFY THAT I AM THE CHIEF, FACILITIES AND CONSTRUCTION CONTRACTING, OFFICE OF PROCUREMENT & CONTRACTING OF THE DEPARTMENT OF GENERAL SERVICES OF MARYLAND, AND THAT TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF THE ABOVE CONSULTING FIRM OR ITS REPRESENTATIVE HAS NOT BEEN REQUIRED, DIRECTLY OR INDIRECTLY, AS AN EXPRESS OR IMPLIED CONDITION IN CONNECTION WITH OBTAINING OR CARRYING OUT THIS CONTRACT TO:

(A) EMPLOY OR RETAIN, OR AGREE TO EMPLOY OR RETAIN, ANY FIRM OR PERSON, OR

(B) PAY, OR AGREE TO PAY, TO ANY FIRM, PERSON, OR ORGANIZATION, ANY FEE, CONTRIBUTION, DONATION, OR CONSIDERATION OF ANY KIND.

I ACKNOWLEDGE THAT THIS CERTIFICATE IS TO BE FURNISHED TO THE BOARD OF PUBLIC WORKS, IN CONNECTION WITH THIS CONTRACT FUNDED WITH STATE FUNDS OR ANY COMBINATION OF STATE AND (OR) FEDERAL AND (OR) LOCAL FUNDS, AND IS SUBJECT TO APPLICABLE STATE LAWS, BOTH CRIMINAL AND CIVIL.

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SIGNATURE

SWORN TO AND SUBSCRIBED BEFORE ME

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS AGREEMENT BY CAUSING THE SAME TO BE SIGNED ON THE DAY AND YEAR FIRST ABOVE WRITTEN.

INDIVIDUAL PRINCIPAL

WITNESS \_\_\_\_\_

SIGNED \_\_\_\_\_

CO-PARTNERSHIP PRINCIPAL

\_\_\_\_\_  
(NAME OF CO-PARTNERSHIP)

WITNESS

\_\_\_\_\_  
AS TO BY

\_\_\_\_\_  
(PARTNER)

\_\_\_\_\_  
AS TO BY

\_\_\_\_\_  
(PARTNER)

\_\_\_\_\_  
AS TO BY

\_\_\_\_\_  
(PARTNER)

**CORPORATE PRINCIPAL** \_\_\_\_\_  
(NAME OF CORPORATION)

**ATTEST:**

\_\_\_\_\_ BY \_\_\_\_\_  
(CORPORATE SECRETARY) PRESIDENT

**JOINT VENTURE PRINCIPAL** \_\_\_\_\_  
(NAME OF JOINT VENTURE)

**ATTEST:**

\_\_\_\_\_ AS TO BY \_\_\_\_\_  
(SECRETARY) (PRINCIPAL)

\_\_\_\_\_  
(FIRM NAME)

\_\_\_\_\_ AS TO BY \_\_\_\_\_  
(SECRETARY) (PRINCIPAL)

\_\_\_\_\_  
(FIRM NAME)

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**STATE OF MARYLAND  
DEPARTMENT OF GENERAL SERVICES**

**WITNESS:** \_\_\_\_\_

**APPROVED BY:**

**BOARD OF PUBLIC WORKS** ☐

**DGS PROCUREMENT REVIEW BOARD** ☐

**DATE** \_\_\_\_\_ **ITEM NO.** \_\_\_\_\_

**APPROVED AS TO LEGAL FORM AND SUFFICIENCY THIS** \_\_\_\_\_ **DAY OF** \_\_\_\_\_ **20** \_\_\_\_\_

\_\_\_\_\_  
**ASSISTANT ATTORNEY GENERAL**

## ATTACHMENT #1

### PROHIBITION AGAINST SHIFTING MARYLAND INCOME TO OUT OF STATE AFFILIATES.

Contractor may not, for any period during the Contract term, seek to reduce the amount of Contractor's income subject to Maryland income tax by payments made to an affiliated entity or an affiliate's agent for the right to use trademarks, trade names, or other intangible property associated with Contractor. Contractor agrees that during the course of this Contract it shall not make any such royalty or similar payments to any affiliated company; and if any such royalty or similar payments are made, Contractor and the affiliated company shall file separate Maryland income tax returns and pay their respective Maryland income taxes in such a manner that Contractor does not claim a deduction against Maryland income tax for such payments, and the affiliated company receiving the royalty or similar payments files Maryland income tax returns and pays Maryland tax, under a formula that reasonably apportions the income of the affiliated company among the states, including Maryland in which the Contractor does business. Contractor agrees that it is authorized to bind its affiliated entities to the terms hereof.

### CENTURY COMPLIANCE WARRANTY

The Contractor warrants that the products provided or systems developed under this contract are century compliant. "Century Compliant" means that the product:

1. Is able to process date data accurately - including date data century recognition, calculations that accommodate same century and multi-century formulas and date values (including leap year factors), and date data interface values that reflect the century - when used either in a stand-alone configuration or in combination with other century compliant products used by the State.
2. Will not abnormally terminate its function or provide or cause invalid or incorrect results due to incompatibility with the calendar year.

In addition to any other warranties applicable to this contract or any remedies otherwise available to the State, the contractor agrees to promptly repair or replace any product furnished under this contract that is not century compliance, provided the State gives notice within a reasonable time following discovery of such failure.



## REVIEW DRAWING DISTRIBUTION

PROJECT NAME:

PROJECT #:

FACILITY:

DATE:

A/E:

SCHEMATICS (SD)	SETS	
DGS Project Manager	8	
Dept. of Budget & Management	1	
Using Agency <sup>1</sup>	1	
DNR Forest Service <sup>6</sup>	1	
Total		

50% CD'S CONTINUED	SETS	
DBM Telecommunications Division (Only if telecommunications equip. involved)	1	
Washington Suburban Sanitary Commission-(P.G. & Montg. Counties)	1	
Total		

DESIGN DEVELOPMENT (DD)		
DGS Project Manager	8	
Dept. of Budget & Management	1	
Using Agency <sup>1</sup>	1	
Local Health Dept. <sup>5</sup>	1 to 4	
DHMH - Office of Food Protection & Community Health Services <sup>7</sup>	1	
Total		

95 CD'S		
DGS Project Manager	8	
Office of The State Fire Marshal	1	
Dept. of Budget & Management	1	
Using Agency <sup>1</sup>	1 to 4	
MDE Sediment & Stormwater Plan Review <sup>3</sup>	1	
MDE-Div. of Engineering & Permits <sup>4</sup>	1	
Local Health Dept. <sup>5</sup>	1	
Total		

50% CD'S		
DGS Project Manager	8	
Office of The State Fire Marshal	1	
Dept. of Budget & Management	1	
Using Agency <sup>1</sup>	1 to 4	
DLLR Division of Labor & Industry <sup>2</sup>	1	
MDE Sediment & Stormwater Plan Review <sup>3</sup>	1	
MDE-Div. of Engineering & Permits <sup>4</sup>	1	
Local Health Department <sup>5</sup>	1	
MD National Capital Park & Planning (PG & Montgomery Counties Only)	1	

100% CD'S		
DGS Project Manager	8	
Office of The State Fire Marshal	1	
Dept. of Budget & Management	1	
Using Agency <sup>1</sup>	1	
MDE Sediment & Stormwater Plan Review <sup>3</sup>	1	
MDE-Div. of Engineering & Permits <sup>4</sup>	1	
Local Health Department <sup>5</sup>	1	
Local Service District Utility Co. (Power, Water, Sewer)	1	
Total		

A/E CERTIFICATION: I / We certify that the above-checked submissions have been made to the designated agencies.

SIGNATURE:

NAME:

TITLE:

DATE:

<sup>1</sup>see NOTE #1, Attachment 2a, page 1

<sup>2</sup>see NOTE #2, Attachment 2a, page 2

<sup>3</sup>see NOTE #3, Attachment 2a, page 2

<sup>4</sup>see NOTE #4, Attachment 2a, page 2

<sup>5</sup>see NOTE #5, Attachment 2a, page 2

<sup>6</sup>see NOTE #6, Attachment 2a, page 2

<sup>7</sup>see NOTE #7, Attachment 2a, page 3

## NOTES FOR ATTACHMENT 2 - REVIEW DRAWING DISTRIBUTION

### NOTE #1

#### IF USING AGENCY IS:

Department of Natural Resources  
Public Lands and Forestry Division  
Engineering and Construction

Director, Forest Service  
Tawes State Office Building E-1  
580 Taylor Avenue  
Annapolis, MD 21401-2397

Director, Engineering and Construction  
Tawes State Office Building D-3  
580 Taylor Avenue  
Annapolis, MD 21401-2397

MD Department of the Environment

Chief, Project Management Services or  
Chief, Sediment and Stormwater Plan  
Review Division  
1800 Washington Boulevard  
Baltimore, MD 21230

MD Environmental Service

Chief, Engineering Division  
2011 Commerce Park Drive  
Annapolis, MD 21401

Department of Health and Mental Hygiene

Chief, Engineering and Maintenance  
201 West Preston Street, Room LL-5  
Baltimore, MD 21201

Department of Public Safety & Correctional  
Services

Director, Division of Capital Construction  
and Facilities Maintenance  
6776 Reisterstown Road, Suite 201  
Baltimore, MD 21215-2341

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Assistant Director, Support Services Section  
Police & Correctional Training Commissions  
3085 Hernwood Road  
Woodstock, MD 21163-1099

Department of Maryland State Police

Director, Facilities Management Division  
Administrative Services Bureau  
MD State Police Headquarters  
1201 Reisterstown Road  
Baltimore, MD 21208

Department of Juvenile Justice

Director, Support Services  
Department of Juvenile Justice  
120 West Fayette Street  
Baltimore, MD 21201

Military Department

Directorate of Installations  
MD National Guard  
Fifth Regiment Armory  
29<sup>th</sup> Division  
Baltimore, MD 21201-2288

Annapolis Buildings and Grounds

Superintendent  
29 St. Johns Street  
Annapolis, MD 21401-1618

Baltimore Buildings and Grounds

Superintendent  
301 W. Preston Street, Room 1311  
Baltimore, MD 21201-2305

Judiciary of Maryland  
District Courts/Multi-Service Centers

Assistant Chief Clerk  
District Court Building  
580 Taylor Avenue  
Annapolis, MD 21401-2395

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**NOTE #2**

For projects with an estimated cost of \$500,000 or greater, submit a Request for Determination of Prevailing Wage Rate to DLLR, Attachment #9 of this Manual.

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**NOTE #3**

Submit to Storm Water Management and Sediment Erosion Control if more than 5,000 square feet or 100 cubic yards of earth is disturbed. Submissions to MDE require Stormwater Management Waiver Application if a waiver is desired. This application, along with plans, should be submitted no later than 50% CD's.

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**NOTE #4**

Submit to MDE Project Management Services if project has more than 400 feet of water/sewer lines or is a wastewater or water treatment project.

Submit to MDE Groundwater Permits Program if project involves development of an on-site well water supply system.

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**NOTE #5**

Submit to Local Health Department if project involves on-site water and/or sewer, kitchen work or municipal utility ownership for off-site water and/or sewer connection.

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**NOTE #6**

Submit to DNR Forest Service a preliminary Forest Conservation Plan with Schematics.

**NOTE #7**

For projects involving design and construction of new food preparation and service facilities or renovation to existing food preparation and service facilities, a Hazard Analysis and Critical Control Point (HACCP) Study must be performed and submitted to DHMH for approval.

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**OTHER USEFUL ADDRESSES**

DGS Project Managers  
Office of Facilities Planning  
301 W. Preston Street - Room 1405  
Baltimore, MD 21201-2305

Department of Budget and Management  
Office of Capital Budgeting  
301 W. Preston Street - Rm 1209  
Baltimore, MD 21201-2365

Office of the State Fire Marshal  
300 East Joppa Road  
Suite 1002  
Towson, MD 21286

Chief, Division of Dietetic Services  
Office of Food Protection and Community  
Health Services  
Department of Health & Mental Hygiene  
William Donald Schaefer Tower  
6 St. Paul Street - Suite 301  
Baltimore, MD 21201-1608

DGS Construction Division  
301 W. Preston Street - 7<sup>th</sup> Floor  
Baltimore, MD 21201-2305

Phone: 410-767-4360

FAX: 410-333-7140

**DGS Construction Division Regional Offices**

Eastern Region:  
Crownsville Peoples Resource Center  
100 Community Place - Suite 1-400  
Crownsville, MD 21032

Phone: 410-514-7886

FAX: 410-514-7390

Western Region:  
Springfield Hospital Center  
6655 Sykesville Road  
Muncie Building  
Sykesville, MD 21784

Phone: 410-795-2100

FAX: 410-795-7172

Frostburg - Attn. Ed George  
Stangle Building, Room 121A  
Frostburg State University  
Frostburg, MD 21532

Phone: 301-687-7071

FAX: 301-687-4075

Central Region:  
301 West Preston Street - 7<sup>th</sup> Floor  
Baltimore, MD 21201-2305

Phone: 410-767-4360

FAX: 410-333-7140

# Standard Estimating Format

Page 1

Project Title & Reference # Summary of Estimated Costs		Gross SF \$ Cost/GSF
Div 1/General Conditions		
Div 2/Sitework		
Div 3/Concrete		
Div 4/Masonry		
Div 5/Metals		
Div 6/Wood & Plastics		
Div 7/Thermal & Moisture		
Div 8/Doors & Windows		
Div 9/Finishes		
Div 10/Specialties		
Div 11/Equipment		
Div 12/Furnishings		
Div 14/Conveying		
Div 15/Plumbing		
Div 15/Fire Protection		
Div 15/HVAC		
Div 16/Electrical		
<b>Subtotal</b>		<b>\$0.00</b>
<b>General Contractors OH &amp; P</b>	0.00%	<b>\$0.00</b>
<b>Bond</b>	0.00%	<b>\$0.00</b>
<b>Escalation (mid point XXX)</b>	0.00%	<b>\$0.00</b>
<b>Design Contingency</b>	0.00%	<b>\$0.00</b>
<b>Estimated Project Cost</b>		<b>\$0.00</b>

**Alternates - if any**

**Notes:**

Assumptions & exclusions

Basis of escalation

Reason why contingency exceeds recommended maximum???

**Format & Content for DGS Estimates****Key to minimal requirement:**

% = % allowance acceptable

a = lumpsum allowance acceptable

b = quantified allowance acceptable

1 = 1st tier requires systems breakdown ( basic meas.)

2 = 2nd tier breakdown ( detailed line item meas.)

Stage of Estimate:	Prelim	SD	DD	50%CD	95%CD	100%CD	Post Bid Analysis
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**Div 1/General Conditions**

Supervision	%	1	1	1	2	2	2
Site Facilities	%	1	1	1	2	2	2
Temporary Utilities	%	1	1	1	2	2	2
Special Conditions	%	a	1	1	2	2	2
Specialist personnel	%	as req.	1	1	2	2	2

**Total Div 1/General Conditions****Div 2/Site Work**

Site preparation	a	a	b	1	2	2	2
Demolitions	a	a	b	1	2	2	2
Hazmat removal/abatement	a	a	b	1	2	2	2
Utilities	a	a	b	1	2	2	2
Hardscape/Improvements	a	a	b	1	2	2	2
Miscellaneous	a	a	b	1	2	2	2

**Total Div 2/Site Work****Div 3/Concrete Work**

Foundations	b	1	2	2	2	2	2
SOG Structure	b	1	2	2	2	2	2
Structure	b	1	2	2	2	2	2

**Total Div 3/Concrete****Div 4/Masonry**

Exterior	b	1	2	2	2	2	2
Interior	b	1	2	2	2	2	2

**Total Div 4/Masonry**

**Div 5/Metals**

Structure frame	b	1	2	2	2	2	2
Misc. Metals	b	1	2	2	2	2	2

**Total Div 5/Metals****Div 6/Wood & Plastics**

Rough Carpentry	b	1	2	2	2	2	2
Finish Carpentry	b	b	2	2	2	2	2

**Total Div 6/Wood & Plastics****Div 7/Thermal & Moisture**

Insulation	b	1	2	2	2	2	2
Waterproofing	b	1	2	2	2	2	2
Caulking/Sealants	b	1	2	2	2	2	2
Fireproofing	b	1	2	2	2	2	2
Roofing	b	1	2	2	2	2	2

**Total Div 7/Thermal & Moisture****Div 8/ Doors & Windows**

Doors & Frames	b	1	2	2	2	2	2
Finish Hardware	b	1	2	2	2	2	2
Windows/Glazing systems	b	1	2	2	2	2	2

**Total Div 8/Doors & Windows****Div 9/Finishes**

Drywall/stud systems	b	1	2	2	2	2	2
Floor Finish	b	1	2	2	2	2	2
Wall Base	b	1	2	2	2	2	2
Ceiling Finish	b	1	2	2	2	2	2
Misc. Finishes	b	1	2	2	2	2	2

**Total Div 9/Finishes**



**Div 10/Specialties**

Bathroom accessories	a	b	1	2	2	2	2
Other accessories as required	a	b	1	2	2	2	2
Fire Extinguishers/cabinets, allow	a	1	2	2	2	2	2
Building signage	a	b	1	1	2	2	2

**Total Div 10/Specialties****Div 11/Equipment**

As required	a	b	1	2	2	2	2
-------------	---	---	---	---	---	---	---

**Total Div 11/Equipment****Div 12/Furnishings**

As required	a	b	1	2	2	2	2
-------------	---	---	---	---	---	---	---

**Total Div 12/Furnishings****Div 15/Plumbing**

Fixtures	b	1	1	2	2	2	2
Plumbing systems	b	1	1	2	2	2	2

**Total Div 15/Plumbing****Div 15/Fire Protection**

Sprinkler system	b	1	2	2	2	2	2
Special equipment	a	1	2	2	2	2	2

**Total Div 15/Fire Protection****Div 15/HVAC**

Demolitions	a	b	1	2	2	2	2
Air distribution	b	1	1	2	2	2	2
Equipment	b	1	1	2	2	2	2
Piping	b	1	1	2	2	2	2
Controls	b	1	2	1	2	2	2
Supervision/general conditions/rigging	b	1	2	1	2	2	2
Testing/balancing	b	1	2	1	2	2	2

**Total Div 15/HVAC**

# Standard Estimating Format

Page 6

## **Div 16/Electrical**

Demolitions	a	b	1	2	2	2	2
Equipment	b	1	1	2	2	2	2
Distribution	b	1	1	2	2	2	2
Devices	b	1	2	2	2	2	2
Lighting fixtures	b	1	2	2	2	2	2
Special systems	b	1	1	1	2	2	2
Lighning protection	b	1	1	1	2	2	2
Supervision/general conditions/rigging	b	1	1	1	2	2	2
Grounding system/testing	b	1	1	1	2	2	2

## **Total Div 16/Electrical**

Name of file: \*. XLS

DEPARTMENT OF GENERAL SERVICES  
COST ESTIMATE WORKSHEET

\* Escalation set at \_\_\_\_%

Project Title: \_\_\_\_\_  
Project Number: \_\_\_\_\_  
Location: \_\_\_\_\_Institution: \_\_\_\_\_  
Estimate Reference Point: \_\_\_\_-\_\_\_\_Estimate Date: \_\_\_\_-\_\_\_\_-\_\_\_\_  
Prepared by: \_\_\_\_\_  
Agency/AE: \_\_\_\_\_

1. Design Phase: [ ] BUDGET; [ ] SCHEMATIC; [ ] DESIGN DEVELOPMENT; [ ] 50% CONSTRUCTION DOCUMENTS (CD); [ ] 95% CD; [ ] 100% CD
2. Project Type: [ ] NEW CONSTRUCTION; [ ] RENOVATION; [ ] MAJOR; [ ] MINOR; [ ] SITE; [ ] UTILI 6. Estimated Bid Date: \_\_\_\_-\_\_\_\_
3. Design Period: \_\_\_\_-\_\_\_\_ months (Incl. review) 7. Estimated Mid-Point: \_\_\_\_-\_\_\_\_ months from reference pt.
4. Construction Period: \_\_\_\_-\_\_\_\_ months
5. Description: \_\_\_\_\_

8.	Area (gsf)	Bsmt.	Renovation	New	Total Net Sq. Feet:	_____
		1st	_____	_____	Total Gross Sq. Feet:	_____
		2nd	_____	_____		
		3rd	_____	_____	Efficiency Factor	_____
		4th	_____	_____	Percent Efficiency	_____
		5th	_____	_____		
		Total	_____	_____		
9.	Structure:		\$/gsf		11. Utilities	
A.	Basic: New	_____	gsf x _____	_____	A.	_____
B.	Basic: Renovation	_____	gsf x _____	_____	B.	_____
C.	Asbestos Removal:		_____	_____	C.	_____
D.	Built in Equip:		_____	_____	D.	_____
E.	Demolition:		_____	_____	E.	_____
F.	Other: Information Technology	\$ _____	/gsf	_____	F.	_____
G.	Subtotal		_____	_____	G.	Subtotal:
H.	Regional Construction Factor:		_____	_____	H.	Regional Construction Factor:
I.	Subtotal: (line g x line h)		_____	_____	I.	Subtotal: (line g x line h)
J.	Escalation to Mid-Point of Construction: ____% *		_____	_____	J.	Escalation to Mid-Point of Construction: ____% *
K.	Subtotal (bid cost):		_____	_____	K.	Subtotal (bid cost):
10.	Site:				12.	Subtotal (9K+10K+11K = Bid Cost):
A.			_____	_____	13a.	Green Bldg. Construction Premium: ____%
B.			_____	_____	13b.	Total Construction Contingency ____%
C.			_____	_____	14.	Inspection and Testing: ____%
D.			_____	_____	15.	Miscellaneous:
E.			_____	_____	16.	CPM/Schedule:
F.			_____	_____	17a.	Movable Equipment (Agency Estimated):
G.	Subtotal:		_____	_____	b.	Information Technology Equipment (Agency Estimated):
H.	Regional Construction Factor:		_____	_____	18.	A/E Basic Services Fee: ____%
I.	Subtotal: (line g x line h)		_____	_____	19.	A/E Special Services Fee: ____%
J.	Escalation to Mid-Point of Construction: ____% *		_____	_____	20.	A/E Green Design Fee: ____%
K.	Subtotal (bid cost):		_____	_____	21.	TOTAL PROJECT COST:
					22.	Total Construction Costs & Related Cost:
					23.	Prior Construction Funds:
					24.	New Construction Funds Required:
					25.	Total Design Fees & Related Cost:
					26.	Prior Design Funds:
					27.	New Design Funds Required:
						FY __ Request: Cost/Str @ MP
						'__ Legislature \$__ /Square Foot
	Fund Source:	_____	_____			Planning Cost/BSU @ MP
	(For DGS Use)	_____	_____			Construction \$__ /Square Foot
		_____	_____			Equipment Total Cost/SF
						TOTAL ** \$__ /Square Foot

\*\*Does not include costs for land acquisition.

AGENCIES: ATTACH COPY TO ORIGINAL AND EACH COPY OF FORM A

APRIL 15, 2003

## INSTRUCTIONS FOR THE PREPARATION OF THE DGS COST ESTIMATE WORKSHEET (CEW)

Complete the general information at the top of the worksheet. Insert the Name of the file (if applicable), Escalation % (construction cost estimates should be escalated to the midpoint of construction to account for the effects of inflation), Project Title, Project Number (Use the DGS Project Number - if assigned), Location (include County), Institution (for example: DGS, USM, MSU, DPSCS, DHMH, etc.), Estimate Preparation Date, Prepared by, Estimate Reference Point (see note below) and Agency/AE.

Note: The Estimate Reference Point is the time frame on which the costs used to prepare the estimate are based. For example, if Means Construction Cost Data 2003 was used to estimate the costs of the project, the estimate reference point would be January, 2003. Check the estimating guide or the A/E's estimate being used to determine the reference point by which the costs are established. If prices which are quoted by supplier are used to establish the costs of the project, the estimate reference point should be taken as the date at which the supplier's quote is no longer valid.

- Item 1**            Indicate the design phase of the project. Check the applicable block.
- Item 2**            Indicate the type of project. Check the applicable block(s).
- Item 3**            Indicate design period in month/year from start to completion and the total number of months (for example: JAN-03   DEC-03   12).
- Item 4**            Indicate construction period in month/year from start to completion and the total number of months (for example: JAN-04   JUN-05 18).
- Item 5**            Provide a brief project description. Note any special features of the project, problems which may be encountered, and any assumptions made in order to prepare the CEW.
- Item 6**            Estimate the bid date of the project.
- Item 7**            Based on the established project schedule, estimate the mid-point of the construction period. Allow time from project bid date to construction start date to account for award of the project and time before the contractor receives notice to proceed with construction. Enter the number of months from the **estimate reference point** to the **mid-point of construction**.
- Item 8**            List the gross square footage for each floor of the building under the appropriate column. These figures are used to determine the structure costs for items 9A and 9B. Also, list the total net square footage (NSF) and the total gross square footage (GSF). Gross Areas are to be calculated in accordance with instructions in the DGS Procedures Manual. Show the Efficiency Factor (GSF/NSF) and Percent Efficiency (NSF/GSF x 100). For projects being requested in FY's 2006 – 2009, the cost estimate should use the minimum efficiency factor when calculating the net to gross square foot ratio.
- Item 9\***            List the project costs in the appropriate spaces. In establishing the costs for Item 9, include costs for the project's General Conditions and costs for the General Contractor's overhead and profit. Do not include any escalation costs in the base costs of the project.
- Item 10\***           For Item 10 use items A through F to describe the site work items that are relevant to the project and list the estimated costs for those items. Below are listed typical items to include in Item 10:  

Site preparation (grading, compaction)

- Dewatering
- Retaining Walls
- Shoring & underpinning
- Excavation support systems
- Slope/erosion control
- Paving-curbing
- Surfacing
- Lighting
- Landscaping
- Marine work
- Fencing
- Drainage
- Building Demolition

**Item 11\***

For Item 11 use Items A through F to describe the utility items that are relevant to the project and list the estimated costs for those items. Below are listed typical items to include in Item 10:

- Water Treatment Plant
- Wastewater Treatment Plant
- Components
- Septic Systems
- Water distribution-domestic
- Water distribution-fire
- Well
- Sanitary distribution
- Steam distribution
- Electric distribution
- Telecommunications
- Emergency Power
- Utility tunnel
- Fuel systems

\*Note for Items 9, 10, and 11: Generally, budget estimates are prepared using 10% for general conditions, and 15% for the general contractor's overhead and profit. In addition, a market variance may need to be applied to account for market conditions at bid time. Estimators (design) contingency may range up to 25% depending on the detail of the project information. The above factors are generally used by DGS to adjust the basic cost as established, using Means as an estimating guide. For new building construction, item 10 and 11 portray the costs for all site work and the utility improvements in the project which are over 10 feet from the structure.

On Item 9F, include the estimated cost for information technology systems and equipment for that portion of the system installed as part of the general construction contract. Items may include common equipment such as electronic private branch exchange (PBX), fiber optic or copper vertical riser distribution cables, cable termination equipment and related wiring in wiring closets on each floor, and wire connecting the wire closet terminations to the wall jacks or other outlets to which telephone stations and computers will be connected.

On Item 9H, 10H, and 11H, list the regional construction factor for the County that the project is located in. The regional construction factor accounts for variations in the

wage rates established by the Department of Licensing and Regulation as applicable to the 24 localities of Maryland. The factors for all budget types of estimates are listed below:

FACTOR:

COUNTY:

1.00	Anne Arundel, Baltimore City, Baltimore, Carroll, Harford, Howard, Montgomery, Prince George's
1.10	Calvert, Charles, St. Mary's
1.15	Allegany, Frederick, Garrett, Washington
1.25	Caroline, Cecil, Dorchester, Kent, Queen Anne's, Somerset, Talbot, Wicomico, Worcester

**For all submissions based on A/E design documents, the regional construction factor should be 1.0, since only applicable regional costs, based on wage and market evaluations, should be included in design estimates.**

On Item 9J, 10J, and 11J determine the amount of escalation to be added to the basic project cost. Escalation is taken from the estimate reference point, established under the general items at the top of the CEW form, to the estimated mid-point of construction, established in Item 7. This time frame is multiplied by an annual escalation rate to determine the percent of escalation to be used. The amount to be inserted on Item J is equal to line I multiplied by the percent of escalation. On item K add the subtotal of Item I with the escalation cost of Item J. The total of Items 9K, 10K, and 11K is the expected construction cost at bid.

Note: The escalation factor used for budget estimates is updated yearly and provided by the Department of Budget and Management as part of the Instructions for the Preparation and Submission of Capital Project Requests. If needed, contact the DGS Cost Center at the number indicated at the end of this document for the latest inflation allowances. The escalation factor used for design estimates should be based on market conditions and industry forecasts projected at the time the design occurs. **Item 12**

Sum the amounts listed for Items 9K, 10K, and 11K. This amount constitutes the estimated construction cost as of the mid-point of construction date.

- Item 13a** A green building construction premium should be computed as approximately 2.5% to 3% of Item 12. This premium is for the application of costs related to the construction of a building associated with green construction practice, in conformance with LEED Silver rating principles outlined by the Maryland Green building Council. This factor can be increased or decreased, based on specific information and/or applications identified by the cost estimate preparer.
- Item 13b** A contingency amount is computed as 5% of Item 12. This contingency is considered a construction contingency for change orders during

construction. For projects being requested in FY's 2006-2009, use a 10% contingency instead of the current 5%. When your project reaches the current year request the 10% contingency should be reduced to 5%. That 5% should be incorporated into the base cost of the structure in CEW line 9.

**Item 14** Insert an amount for Construction Inspection and Testing. Depicted below are rates applied against the sum of Item 12 and Item 13a/13b:

<u>Expected Construction Cost</u>	<u>Rate</u>
0 – 4,000,000	4.6% (0.046)
4,000,000 – 9,000,000	3.2% (0.032)
9,000,000 and greater	2.2% (0.022)

**Item 15** Enter any miscellaneous costs and include a reference. These costs may be design related, i.e. value engineering, building commissioning, topographic, boundary and archeological surveys, borings, test pits, or construction related, i.e. separate but related construction contracts, utility connection fees.

**Item 16** Enter a cost for the construction schedule (Use \$10,000 plus .001 of Item 12 if using a CPM, otherwise, estimate an allowance).

**Item 17a** Insert the estimated cost of the movable capital equipment request programmed for the project less the information technology equipment. (See Item 17b.)

**Item 17b** Insert the estimated cost of the information technology capital equipment (voice, video, data, and wireless) request programmed for the project. Items typically included here are equipment that have very substantial costs associated with them, such as an electronic private branch exchange (PBX) that serves a major building or buildings in a facility campus or hub servers that support a complex network of data links, even if it is intended to be part of the general construction contract work identified in 9F. If the IT work is anticipated to be handled by a separate vendor contract, then it should also include fiber optic or copper vertical riser distribution cables, cable termination equipment and related wiring in wiring closets on each floor, and wire connecting the wire closet terminations to the wall jacks or other outlets to which telephone stations and computers will be connected, that are not installed as part of the general contract. Do not include items not eligible for capital funding.

**Item 18** Enter the total amount of all basic estimated or contracted A/E services fees, including approved change orders for the project as of the date of the estimate. The typical estimated A/E fee should be 7% for new construction and 7.5% for renovation (Item 12 plus Item 13b). Fees in excess of these percentages need to be justified. (see below)

**Item 19** Enter the total amount of all estimated or contracted fees for special design services. Examples of this include special consultants for acoustics, kitchen, telecommunications and museum exhibit design services, special surveys, etc.

**Item 20** Enter the total amount of the estimated or contracted fee for green sustainable design practice. This is for the application of costs related to the design of a building associated with green construction practice, in

conformance with LEED Silver rating principles outlined by the Maryland Green building Council. The typical estimated fee should be approximately 1% to 2% of the estimated construction cost. (Item 12 plus Item 13a) This factor can be increased or decreased, based on specific information and/or applications identified by the cost estimate preparer.

- Item 21** Sum the amounts listed for Items 12 through 20.
- Item 22** Enter the total amount of all construction related costs from Item 21.
- Item 23** Enter all prior construction funds authorized for this project.
- Item 24** Enter the difference between Item 22 and Item 23.
- Item 25** Enter the total amount of all design related costs from Item 21.
- Item 26** Enter all prior design funds authorized for this project.
- Item 27** Enter the difference between Item 25 and Item 26.

**Below Item 27**

Enter the Construction Cost of the Structure per Square Feet at the Mid-Point of Construction of the Project (Typically Item 9K divided by Total GSF in Item 8). Enter the Construction Cost of the Structure/Site/Utilities per Square Feet of the Project. (Typically Item 12 divided by Total GSF in Item 8). Enter the Total Project Cost per Square Feet of the Project (Typically Item 21 divided by Total GSF in Item 8).

**For Additional Information:** Please contact Joseph Pitruzzella @ 410-767-4397 in the DGS Project Cost Center if you have any questions on the preparation and submission of Cost Estimate Worksheets.



## SUMMARY - AREAS, VOLUME & EFFICIENCY

PROJECT: \_\_\_\_\_ PROJECT NO: \_\_\_\_\_

FACILITY: \_\_\_\_\_ DATE: \_\_\_\_\_

ARCHITECT/ENGINEER: \_\_\_\_\_

ITEM	AREA (SF)			
	PROGRAM	SCHEMATIC	DD	CD
GROSS AREA (Notes 1 & 2)				
NET ASSIGNABLE AREA (Notes 1 & 2) (Sh. 3 to __ incl.)				
GROSS FACTOR (Note 1)				
EFFICIENCY FACTOR (Note 3)				
% EFFICIENCY (Note 4)				
SUBMISSION DATE (Note 5)				

### NOTES:

1. Gross Areas, Net Assignable Areas and Volumes shall be calculated in strict accordance with DGS Procedure Manual Appendix D.
2. Attach additional sheets as follows: Sheet 2 - Tabulation of Gross Areas; Sheet 3 and subsequent sheets - Tabulation of Net Assignable Areas (Room by Room).
3. To obtain Efficiency Factor: Divide Gross Area by Net Assignable Area (e.g. 49,209 SF Gross Area divided by 33,705 SF Net Assignable Area = 1.46).
4. To obtain % Efficiency: Divide Net Assignable Area by Gross Area and multiply by 100 (e.g. 33,705 SF Net Assignable Area divided by 49,209 SF Gross Area multiplied by 100 = 68.5% Efficiency).
5. Submit in triplicate to the DGS Project Manager with each phase submission of review documents. Figures shall be shown for all previous phases as well as the current phase submitted.

# TABULATION OF GROSS AREA

PROJECT: \_\_\_\_\_ PROJECT NO: \_\_\_\_\_

FACILITY: \_\_\_\_\_ DATE: \_\_\_\_\_

ARCHITECT/ENGINEER: \_\_\_\_\_

DESCRIPTION	GROSS AREA (SF)			
	PROGRAM	SCHEMATIC	DD	CD
Utility Tunnels (Within 10 feet)				
Crawl Space (6 feet or more high)				
Sub-Basement				
Basement				
Ground Floor				
Mezzanine				
Balcony				
Fixed Bleachers (w/rooms below)				
1st Floor				
2nd Floor				
3rd Floor				
4th Floor				
Other				
Other				
Mezzanine (Boiler or Equip. Room)				
Penthouses (Stairs, Elev., Mech.)				
Areaways (1/2)				
Canopies (1/2)				
Roof or Floor				
Overhangs (1/2)				
Open piazza under bldg. (1/2)				
Covered Balcony (1/2)				
Loading Dock (1/2)				
<b>TOTALS</b>				

## SUMMARY - AREAS, VOLUME & EFFICIENCY

PROJECT: \_\_\_\_\_ PROJECT NO: \_\_\_\_\_

FACILITY: \_\_\_\_\_ DATE: \_\_\_\_\_

ARCHITECT/ENGINEER: \_\_\_\_\_

[illegible]

## MONTHLY PROGRESS REPORT

PROJECT NAME: \_\_\_\_\_ PROJECT NO. \_\_\_\_\_  
 FACILITY: \_\_\_\_\_ STATUS AS OF \_\_\_\_\_

### SURVEY & BORINGS

Survey Request: \_\_\_\_\_ Rec'd: \_\_\_\_\_  
 Borings Request: \_\_\_\_\_ Rec'd: \_\_\_\_\_

### SCHEMATICS

Pre-Design Conference: \_\_\_\_\_  
 Project Review Meeting: \_\_\_\_\_  
 Schematics to DGS: \_\_\_\_\_  
 Area-Vol-Efficiencies to DGS: \_\_\_\_\_  
**Architectural Review Board Submissions**  

1	2	3	4
---	---	---	---

 Approved by Review Board: \_\_\_\_\_  
 Approved by DGS for DD: \_\_\_\_\_

### DESIGN DEVELOPMENT

DD to DGS: \_\_\_\_\_ Est. to DGS: \_\_\_\_\_  
 Area-Vol-Efficiencies to DGS: \_\_\_\_\_  
**Architectural Review Board Submissions**  

1	2	3	4
---	---	---	---

 Approved by Review Board: \_\_\_\_\_  

	Submitted	Approved
DBM		
DHMD (Food)		
DHMH (Hospital)		
Fire Marshal		
Water Resources		
Rendering		
Job Description Sheet		
Cost Estimate		

 Approved by DGS for CD: \_\_\_\_\_

### CONSTRUCTION DOCUMENTS

Prevailing Wage Scale: Req't: \_\_\_\_\_ Rec'd: \_\_\_\_\_  
 CD to DGS 50%: \_\_\_\_\_ 100%: \_\_\_\_\_  
 Area-Vol-Efficiency to DGS: \_\_\_\_\_  
 Cost Estimate to DGS: \_\_\_\_\_  
 CD Ret'd. to A/E for Corr: \_\_\_\_\_  
 Bldg. Code Certif. by A/E: \_\_\_\_\_  
 Job Description Sheet to DGS: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 CD to DGS for Bid: \_\_\_\_\_

Est. Compl. Date of CD: \_\_\_\_\_

Est. Bid Due Date: \_\_\_\_\_

Change from last month YES ☐ NO ☐

### PROGRAM RECEIVED:

### PERMIT STATUS:

**SCHEMATICS** ☐ **STUDY** ☐

**MASTER PLAN** ☐

Estimated Completion Date: \_\_\_\_\_

Actual % Completion this date: \_\_\_\_\_

### DESIGN DEVELOPMENT

Estimated Completion Date: \_\_\_\_\_

Actual % Completion this date: \_\_\_\_\_

### CONSTRUCTION DOCUMENTS

Overall % Completion this date: \_\_\_\_\_

	PLANS % COMPL	SPECS % COMPL
Architectural		
Civil		
Site/Utility		
Landscape		
Structural		
Mechanical		
Electrical		

### BIDDING

Liquidated Damages: \$ \_\_\_\_\_ per \_\_\_\_\_

Pre-Bid Conference: \_\_\_\_\_

Bid Due Date: \_\_\_\_\_

Number of Addenda: \_\_\_\_\_

**Note:** Complete all applicable items at each submission. Submit one completed copy to DGS on the first of each month. Submit monthly until after construction award. Include one copy with payment request. Enter reasons for any delay and dates of review meetings.

**Remarks:**

**A/E CERTIFICATION:** I/We certify that the above-checked submissions have been made to the designated agencies.

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

# PROJECT DESCRIPTION SHEET

DESIGN PHASE: ☐ DD ☐ 95% CD ☐ 100%CD DATE: \_\_\_\_\_

PROJECT: \_\_\_\_\_ PROJECT NO: \_\_\_\_\_

FACILITY: \_\_\_\_\_

ARCHITECT: \_\_\_\_\_

ENGINEERS: \_\_\_\_\_  
\_\_\_\_\_

A. DESCRIPTION \_\_\_\_\_  
\_\_\_\_\_

B. OCCUPANCY: \_\_\_\_\_  
\_\_\_\_\_

C.	GROSS AREA (SF)	NET ASSIGNABLE AREA (SF)	PERIMETER WALLS (SF)
Basement			
Floor 1			
Mezzanine			
Floor 2			
Floor 3			
Penthouse			
Covered Atrium			
TOTALS			

D. TOTAL VOLUME \_\_\_\_\_ cubic feet

E. EFFICIENCY:

$\frac{\text{ASSIGNABLE AREA}}{\text{GROSS AREA}} = \text{_____} \times 100 = \text{_____} \% \text{ E EFF.}$ 
 $\frac{\text{GROSS AREA}}{\text{ASSIGNABLE AREA}} = \text{_____}$  Efficiency Factor

F. REMARKS: \_\_\_\_\_  
\_\_\_\_\_

G. HANDICAPPED: \_\_\_\_\_

H. ASBESTOS REMOVAL REQUIRED: \_\_\_\_\_

## PROJECT DESCRIPTION SHEET

### CONSTRUCTION

1. Foundations	
2. Structural	
3. Exterior Walls	
4. Partitions	
5. Floors	
6. Floor Finish	
7. Ceilings	
8. Roof	
9. Roof Finish	
10. Wall Finish	
11. Doors & Frames	
12. Windows	
13. Toilet Room Partitions	
14. Plumbing	____ Total # Fixtures    ____ WC    ____ SH    ____ DF ____ OTHER    ____ LAV    ____ SS    ____ UR
15. Sewers	Sanitary: ____ Storm: ____ Septic: ____
16. Water Supply	
17. Fire Protection	
18. Heating	
19. Heating Plant	
20. Ventilation	
21. Air Conditioning	Tons: ____ %
22. Electric	
23. Special Electric	
24. Site Electric	
25. Elevators	
26. Parking Lots	
27. Roads	Curbs
28. Walks & Steps	
29. Built-in Equipment	
30. Site Specialties	

### SKETCH

## Directions for Completing

### PROJECT DESCRIPTION SHEET

The project Architect/Engineer shall complete a separate Project Description Sheet (Attachment #6) for each building of a project and submit the original with 2 copies to the Department of General Services:

- (1) to accompany the design development plans,
- (2) to accompany the final plans (prior to bid, after all revisions.) And
- (3) at such other times as requested.

Keep description brief, use abbreviations.

#### GENERAL

A. Give brief description of structure. When project has more than one building, give building title here.

B. State occupancy:

Garage or Parking . . . . . number of vehicles;  
Nursing Home, Dormitory or Hospital . . . . . number of student or patient beds;  
Auditorium or Gym . . . . . number of seats;  
Housing . . . . . number of rental units;  
Library . . . . . number of volumes, number of carrels, number of seats,  
( including carrels);  
Dining Hall . . . . . serving capacity per hour, number of seats;  
Kitchen . . . . . meal capacity;  
University Academic Buildings . . . . . number students each building,  
number of classrooms, number of faculty offices;  
Public Schools . . . . . number of pupils, number of faculty offices,  
number of classrooms;  
Office of Administration Building . . . . . number of personnel; etc;  
Court Houses . . . . . number of courtrooms, number of seats;

C. Give gross area in square feet, assignable area in square feet and length of perimeter walls in linear feet for each floor or level. Gross and Assignable Areas shall be figured on the basis of Assignable Area and Supporting (unassignable) Areas as defined in Appendix D of this manual.

D. State gross volume of structure in cubic feet. Use height from underside of lowest floor construction system to average top of finished roof surface for each portion of areas above. For slabs on grade, use height from bottom of gravel.

- E. Figure efficiency both ways as indicated: as a percent and as a factor (e.g. 60% and 1.67).
- F. For additional information or continuation of other items.
- G. State whether facilities for the handicapped are included.
- H. State whether asbestos abatement is required.
- I. Draw a one-line plan view to a small scale; give basic dimensions and indicate number of stories of each portion of facility.

## **CONSTRUCTION**

1. State types - spread footings, caissons, piles (timber, pipe, h, precast concrete, cast-in-place, pressure injected, etc.), grade beams, etc. If footings are on engineered fill, so state.
2. State types - structural steel, reinforced concrete, precast units, wall bearing or structural frame, timber, post-tensioned, etc.
3. State type and materials - curtain or bearing, solid or cavity, brick, brick and block, precast, metal, wood frame, with or without insulation, etc.
4. State type and materials - fixed or movable, bearing or non-bearing, brick, block, tile, metal, precast, gypsum, metal or wood stud and sheet-and-rock, concrete, etc.
5. State type and materials - precast or poured-in-place concrete, steel deck or form with concrete fill, steel or wood joist, flat slab, etc.
6. State finish materials - resilient flooring, concrete, carpeting, terrazzo, etc. (State total square yard area of carpeting and terrazzo). (Do not include toilet rooms in this item.)
7. State finish materials. (Do not include toilet rooms in this item.)
8. State construction - flat or pitched, wood, concrete or steel framing, metal deck, concrete slab, precast, gypsum plank, etc.
9. State materials - built-up, slate, asphalt shingles, galvanized, copper, etc.
10. State finish materials - paint, epoxy coatings, ceramic tile, glazed block, wainscots, plaster, etc. (Do not include toilet rooms in this item.)
11. State type and material - hollow metal or wood, solid core wood, glass aluminum and glass, overhead, roll-up, revolving, etc. (Include type of frames - hollow metal, steel, wood, etc.)



12. State type and material - fixed double hung, projected, casement, sliding, awning, pivoted, window wall, aluminum, wood, steel, stainless steel, bronze, etc.
13. State types and materials of construction and finishes for floor, walls, ceiling, including wainscots, type of toilet partitions, etc.
14. State number of each type plumbing fixture; give total number. Add types not listed in spaces provided. Give size and type of domestic water heater. Use the following abbreviations:
 

WC - toilet	SS - service sink	Lav - lavatory
UK - unit kitchen	U - urinal	LS - Lab sink
SH - shower head	KS - kitchen sink	SC - shower compartment
PS - pot sink	BT - bathtub	DS - dish sink
LT - laundry tub	FD - food waste disposal	SB - special bath
BP - bed pan sterilizer	HB - hose bibb	DF - drinking fountain
WH - water heater	WTC - water cooler	
15. State type of material, size and length (over 10 feet from building) for each type and size of sewer. State type and capacity (gallons) of septic system.
16. State type of materials, size and length (over 10 feet from building) of water lines. If from wells, state number and capacity. Include hot and cold water lines from a central facility.
17. State types and locations - sprinklers, standpipes, smoke or heat detectors, fire alarm system, extinguishers, hydrants, Fire Department connections, etc.
18. State types of systems including types of temperature control systems.
19. State whether plant is individual (state fuel) or central. State size and length (over 10 feet from building) of each outside line (steam, hot water, cold water, etc.) from a central plant.
20. Brief description. State cubic feet per minute quantities of total outside air and total exhaust air.
21. State types of systems, air conditioning tonnage, percentage of building that is air conditioned.
22. State service, distribution and utilization voltages, phase, amperage, overhead or underground service (give length over 10 feet from building), wiring method of building such as type, concealed or exposed, etc.

23. State electrical specialties such as audio-visual, stage lighting, lightning protection, intrusion protection, communication systems, emergency systems (e.g. battery units or generator), time system, power for computers, etc.
24. State items of site electric, such as exterior lighting, sub-station, etc.
25. State type and number of elevators, dumbwaiters, moving stairs, etc.
26. State type of construction, area in square yards and number of vehicles.
27. State type of construction and area in square yards. Give type of curbs and length in feet.
28. State type of construction and area in square yards.
29. State what built-in-equipment is included in project such as kitchen, snack bar, exhaust hood, special refrigeration, cabinet work, laboratory equipment, library stacks, wardrobes, special exhaust or waste systems, chalk and tack boards, draperies, pedestal floor (give area), etc.

# BILL FORM - A/E FULL OR PARTIAL SERVICES

PROJECT NAME: \_\_\_\_\_  
FACILITY: \_\_\_\_\_

PROJECT NO: \_\_\_\_\_  
STATUS AS OF: \_\_\_\_\_

TOTAL LUMP SUM FEE: \$ \_\_\_\_\_

## FEES DUE FOR BASIC DESIGN

■ SCHEMATIC PHASE	\$ _____	X _____	= \$ _____	
		(% COMPLETE)		(AMOUNT DUE)
■ DD PHASE	\$ _____	X _____	= \$ _____	
		(% COMPLETE)		(AMOUNT DUE)
■ CD PHASE	\$ _____	X _____	= \$ _____	
		(% COMPLETED)		(AMOUNT DUE)
■ DUE FOR BIDDING PHASE	\$ _____	X _____	= \$ _____	
		(% COMPLETED)		(AMOUNT DUE)
■ CONSTRUCTION PHASE	\$ _____	X _____	= \$ _____	
		(% COMPLETED)		(AMOUNT DUE)
■ POST CONSTRUCTION PHASE	\$ _____	X _____	= \$ _____	
		(% COMPLETED)		(AMOUNT DUE)
<b>TOTAL</b>	<b>\$ _____</b>			

During the design and construction phase, when special services, extra work, and reimbursable expenses have been authorized by DGS, the A/E fee for such services shall be listed separately for each item. Use the following format:

## FEES DUE FOR ADDITIONAL SERVICES

■ A/E DESIGN EXTRA WORK	ITEM #1	_____	\$ _____	
		(%COMPLETE)		(AMOUNT DUE)
(LIST COMPANY'S #'s and DESCRIBE WORK EXTRAS)				
■ A/E DESIGN EXTRA WORK	ITEM #2	_____	\$ _____	
		(%COMPLETE)		(AMOUNT DUE)
(LIST COMPANY'S #'s and DESCRIBE WORK EXTRAS)				
■ SPECIAL SERVICES		\$ _____	X _____	\$ _____
			(%COMPLETE)	(AMOUNT DUE)
■ REIMBURSABLE EXPENSES		\$ _____		\$ _____
(ATTACH ORIGINAL RECEIPTS)			(TOTAL NTE)	(AMOUNT DUE)
TOTAL FEE NOW DUE				\$ _____
PREVIOUS AMOUNTS BILLED/PAID				\$ _____
AMOUNT OF PAYMENT DUE THIS REQUEST				\$ _____

NOTE: The following certification shall appear at the bottom of all payment requests.

**"I/We certify that payments have been made from the proceeds of prior payments, and/or that we will make timely payments from the proceeds of payments now due to all consultants and others who have been engaged in the professional services rendered, all in accordance with the State Standard Form of Agreement with Architects and Engineers."**

**BILL FORM - A/E SERVICES HOURLY RATE (NOT-TO-EXCEED)**

PROJECT NAME: \_\_\_\_\_  
FACILITY: \_\_\_\_\_

PROJECT NO: \_\_\_\_\_  
STATUS AS OF: \_\_\_\_\_

TOTAL LUMP SUM FEE: \$ \_\_\_\_\_

Services rendered May 1 to May 31, 200\_\_

John Smith, Architect	40 hrs. @ \$50.00	\$2,000.00
James Jones, Designer	32 hrs. @ \$12.00	\$384.00
Jane Doe, CADD Operator	30 hrs. @ \$ 9.00	<u>\$270.00</u>
	\$654.00 x 2.5	\$1,635.00

**CONSULTANT SERVICES**

A&L Engineering (copy of bill attached) ..... \$ 300.00

TOTAL FEE NOW DUE ..... \$5,135.00

PREVIOUS AMOUNTS BILLED/PAID ..... \$1,200.00

AMOUNT OF PAYMENT DUE THIS REQUEST ..... \$3,935.00

(Supply original and three copies)

NOTE: The following certification shall appear at the bottom of all payment requests.

**"I/We certify that payments have been made from the proceeds of prior payments, and/or that we will make timely payments from the proceeds of payments now due to all consultants and others who have been engaged in the professional services rendered, all in accordance with the State Standard Form of Agreement with Architects and Engineers."**

# D L L R

## STATE OF MARYLAND

DEPARTMENT OF LABOR, LICENSING AND REGULATION

ROBERT L. EHRLICH, JR., Governor  
MICHAEL S. STEELE, Lt. Governor  
JAMES D. FIELDER, JR., Ph. D., Secretary

Division of Labor and Industry  
Kenneth P. Reichard, Commissioner

DLLR Home Page • <http://www.dllr.state.md.us>  
DLLR E-mail • [dli@dllr.state.md.us](mailto:dli@dllr.state.md.us)

### **REQUEST FOR DETERMINATION OF PREVAILING WAGE RATES**

TO: Commissioner of Labor & Industry

FROM: (Contracting Body) Architect:

\* \* \* \* \*

Date of Request:\_\_\_\_\_

Name of Project:\_\_\_\_\_

Project Number:\_\_\_\_\_

Location of Project: (City)\_\_\_\_\_ (County)\_\_\_\_\_

Estimated Advertising Date:\_\_\_\_\_

Estimated \$ Value of Contract:\_\_\_\_\_

Description of Work: (Specify)

#### Check or List Crafts Needed:

<input type="checkbox"/> Asbestos/Insul Worker	<input type="checkbox"/> Lather	<input type="checkbox"/> Power Equip. Oper
<input type="checkbox"/> Boilermaker	<input type="checkbox"/> Painter	<input type="checkbox"/> _____
<input type="checkbox"/> Bricklayer	<input type="checkbox"/> Pile Driver	<input type="checkbox"/> _____
<input type="checkbox"/> Carpenter	<input type="checkbox"/> Plasterer	<input type="checkbox"/> _____
<input type="checkbox"/> Cement Mason	<input type="checkbox"/> Plumber	<input type="checkbox"/> _____
<input type="checkbox"/> Electrician	<input type="checkbox"/> Roofer	
<input type="checkbox"/> Elevator Constructor	<input type="checkbox"/> Sheet Metal Worker	Other Crafts:
<input type="checkbox"/> Glazier	<input type="checkbox"/> Resilient Floor Layer	<input type="checkbox"/> Communication Tech
<input type="checkbox"/> Ironworker:	<input type="checkbox"/> Sprinkler Fitter	<input type="checkbox"/> _____
<input type="checkbox"/> Reinforcing	<input type="checkbox"/> Steam Fitter/Pipe Fitter	<input type="checkbox"/> _____
<input type="checkbox"/> Structural	<input type="checkbox"/> Tile & Terrazzo Mechanic	<input type="checkbox"/> _____
<input type="checkbox"/> Laborer:	<input type="checkbox"/> Tile & Terrazzo Finisher	<input type="checkbox"/> _____
<input type="checkbox"/> _____	<input type="checkbox"/> Truck Driver	<input type="checkbox"/> _____
<input type="checkbox"/> _____	<input type="checkbox"/> Welder (Rate for Craft)	<input type="checkbox"/> _____

1100 N. EUTAW STREET  
BALTIMORE, MD 21201

410-767-2236 • FAX 410-767-2986  
TTY USERS, CALL VIA THE MARYLAND RELAY SERVICE

## BUILDING CODE STUDY DATA

DESIGN PHASE: ☐ SD ☐ DD ☐ CD DATE: \_\_\_\_\_

1) PROJECT: \_\_\_\_\_ PROJECT NO.: \_\_\_\_\_

FACILITY: \_\_\_\_\_  
\_\_\_\_\_

### 2) APPLICABLE CODES:

- |                                       |                                |
|---------------------------------------|--------------------------------|
| A) Building Code:                     | IBC - 2003                     |
| B) Fire Code:                         | NFPA - 2003                    |
| C) International Mechanical Code:     | IMC - 2003                     |
| D) National Standard Plumbing Code:   | NSPC - 2000                    |
| E) National Electric Code:            | NEC - 2002                     |
| F) ASHRAE                             | (Latest)                       |
| G) Elevator and Escalator Safety Code | ASME A17.1 2000 (with addenda) |

### 3) BUILDING USE, CONSTRUCTION CLASSIFICATIONS AND HEIGHT

	<u>IBC</u>	<u>NFPA</u>
Use Group (Sect. 302) (Tables 302.1.1 & 302.3.2):	_____	_____
Proposed Type of Construction (Table 503) :	_____	_____
Building Height Allowable ____(Table 503) :	_____	_____
Additional Credit for		
Fully Sprinklered Bldg. _____(Sec. 504.2) :	_____	_____
Actual Building Height _____ :	_____	_____
Number of Stories _____(Table 503) :	_____	_____

### 4) BUILDING AREAS:

#### BUILDING ACTUAL GROSS AREAS :

First Floor	:	_____
Second Floor	:	_____
Third Floor	:	_____
Mech. Penthouse	:	_____
Total (GSF)	:	_____

#### MAXIMUM ALLOWABLE AREAS :

Per IBC : \_\_\_\_\_ + \_\_\_\_\_  
Table 503 (Automatic Sprinkler System Increase - 504.2)

## 5) OCCUPANCY LOADS:

USE	(IBC) (Table 1004.1.2)	LIFE SAFETY (Table - 7.3.1.2)
_____	_____	_____

## 6) EGRESS WIDTH:

	(IBC) (Table - 1005.1)	LIFE SAFETY (Table - 7.3.3.1)
Egress Width at Stairs	:	_____
Egress Width at Doors	:	_____
Egress Width at Corridors	:	_____

## 7) OCCUPANCY LOADS AND EGRESS REQUIREMENTS:

Location (Spaces)	:	_____
Area in Sq. Feet	:	_____
Maximum Floor Area		
Allowance Per Occupant (1004.1.2)	:	_____
Egress Width Req'd. (1005.1)	:	_____
Egress Width Provided (In Inches)	:	_____
Number Exits Required (1014)	:	_____
Number Exits Provided	:	_____

## 8) FIRE PROTECTION SYSTEM REQUIREMENTS:

		System Req. (Yes/No)	IBC 2003 Reference	NFPA 101-2003 Reference
	IBC			
Automatic Sprinklers	(Sec. 903):	_____	_____	_____
Fire Extinguishers	(Sec. 904):	_____	_____	_____
Standpipe System	(Sec. 905):	_____	_____	_____
Portable Fire Extinguishers	(Sec. 906):	_____	_____	_____
Fire alarm System	(Sec. 907):	_____	_____	_____
Smoke Control System	(Sec. 909):	_____	_____	_____

**9) MAXIMUM DEAD END / DISTANCE:**

Use Group : \_\_\_\_\_  
IBC - 2003 (1016.3) : \_\_\_\_\_  
NFPA - 2003 : \_\_\_\_\_

**10) INTERIOR FINISH REQUIREMENTS:**

	<u>Class</u>	<u>Flame Spread</u>	<u>Smoke Development</u>
IBC - 2003 (Table - 803.5)	: _____	_____	_____
NFPA - 2003 (Chapter 10)	: _____	_____	_____

**11) MAXIMUM TRAVEL DISTANCE TO EXIT:**

Actual : Show on Life Safety Plan

IBC - 2003  
(Table - 1015.1)

NFPA - 2003

Allowable : \_\_\_\_\_

**12) MINIMUM CORRIDOR WIDTH REQUIREMENTS:**

Location	Width	IBC - Reference (1016.2)	NFPA - Reference
_____	_____	_____	_____

**13) PANIC HARDWARE:**

Location	Required	IBC - Reference (1008.1.9)	NFPA - Reference
_____	_____	_____	_____

**14) STAIR DATA: (Sec. 1009)**

Stair Width : \_\_\_\_\_  
Capacity : \_\_\_\_\_  
Rated Enclosure : \_\_\_\_\_



## 15) **BUILDING FIRE RATINGS:**

	<b>IBC - 2003 (601 - 602)</b>	<b>NFPA - 2003 (Chapter - 8)</b>
<b>STRUCTURAL FRAME</b> <b>Including Columns, Girders, Trusses</b>	: _____	_____
<b>EXTERIOR BEARING WALL</b>	: _____	_____
<b>EXTERIOR NON-BEARING WALL</b>	: _____	_____
<b>INTERIOR BEARING WALL</b>	: _____	_____
<b>INTERIOR NON BEARING WALL</b>	: _____	_____
<b>FLOOR CONSTRUCTION</b> <b>Including Supporting Beams and Joists</b>	: _____	_____
<b>ROOF CONSTRUCTION</b> <b>Including Supporting Beams and Joists</b>	: _____	_____
<b>FIRE WALLS - USE GROUP</b> <b>Protective Opening Rating (706.3.7 &amp; 715.3)</b>	: _____	_____
<b>FIRE ENCLOSURE OF EXITS</b> <b>Protective Opening Rating</b>	: _____	_____
<b>SHAFTS AND ELEVATOR HOIST WAYS</b> <b>Protective Opening Rating (707.4)</b>	: _____	_____
<b>EXIT ACCESS CORRIDORS (Table 1016.1)</b> <b>Protective Opening Rating</b>	: _____	_____
<b>SMOKE BARRIER</b> <b>Protective Opening Rating</b>	: _____	_____

# PROJECT TITLE FACILITY LOCATION CONTRACT NO.

## REQUIRED INFORMATION

### LOCATION PER CONSULTANT CHOICE

PROFESSIONAL  
CERTIFICATION  
STATEMENT  
(per Division I  
paragraph 21)

LOCATION  
MAP

VICINITY  
MAP

A/E NAMES  
ADDRESSES  
PHONE #'S

USING AGENCY  
&  
DEPARTMENT  
OF  
GENERAL  
SERVICES  
APPROVAL  
BLOCK

LIST  
OF  
DRAWINGS

## STATE OF MARYLAND

DEPARTMENT OF GENERAL SERVICES  
(NAME), SECRETARY  
ROOM 1405  
301 WEST PRESTON STREET  
BALTIMORE, MARYLAND 21201

BOARD OF PUBLIC WORKS  
(NAME), GOVERNOR  
(NAME), COMPTROLLER  
(NAME), TREASURER

## SAMPLE COVER SHEET

*Procedure Manual for Professional Services*  
*Attachment 12*

[illegible]

Horizontal Text Format  
(Preferred)

[illegible]

## Vertical Text Format (Alternate)

SET NO. \_\_\_\_\_

**PROJECT MANUAL**

**FOR**

**CONSTRUCTION OF**

\_\_\_\_\_  
(Building or Facility)

**AT THE**

\_\_\_\_\_  
(Institution)

\_\_\_\_\_, Maryland

**FOR THE**

**DEPARTMENT OF** \_\_\_\_\_

**DGS PROJECT NO.** \_\_\_\_\_ **DATE** \_\_\_\_\_

**PROJECT CLASSIFICATION** \_\_\_\_\_

**STATE OF MARYLAND**

**DEPARTMENT OF GENERAL SERVICES**  
(Name), Secretary  
301 West Preston Street  
Baltimore, Maryland 21201

**BOARD OF PUBLIC WORKS**  
(NAME), Governor  
(NAME), Comptroller  
(NAME), Treasurer

**Architect/Engineer**  
**Address**  
**Telephone**

\_\_\_\_\_  
**Mechanical/Electrical Engineer**

\_\_\_\_\_  
**Structural Engineer**

(Note: All members of the design team shall be shown, e.g., Landscape Architect, Civil Engineer, Electrical Engineers, Food Service Consultant, etc.)

**DEPARTMENT OF GENERAL SERVICES  
OFFICE OF FACILITIES PLANNING, DESIGN AND CONSTRUCTION**

**WARRANTY INSPECTION REPORT**

☐

6 MONTHS

☐

12 MONTHS

☐

24 MONTHS

**DGS PROJECT NO.:** \_\_\_\_\_

**PROJECT TITLE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**FACILITY:** \_\_\_\_\_

**CONTRACTOR:** \_\_\_\_\_

**ARCHITECT/ENGINEER:** \_\_\_\_\_

**INSTRUCTIONS:** Use two number system for each item (1-1,1-2, 2-1, 2-2, etc.). The first indicates the inspection sequence, the second indicates the item number. Repeat this system for each inspection. Do not change number if item is repeated.

**ITEM:**

**REMARKS/COMPLETED ITEMS FROM PREVIOUS REPORT:**

**DGS Inspector:** \_\_\_\_\_

**Using Agency:** \_\_\_\_\_

**Architect/Engineer:** \_\_\_\_\_